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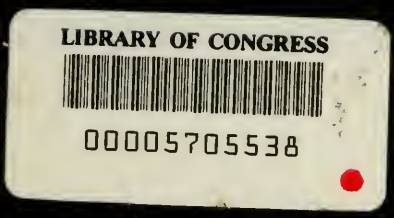

VINDICATION

OF

BRIG. GEN. J. McKINSTRY,

FORMERLY QUARTERMASTER WESTERN DEPARTMENT

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BRIGADIER GENERAL M. C. MEIGS,

Quarter Master General U. S. A., Washington, D. C.:

St. Louis, June 2d, 1862.

Sir:

It is known to you that in November last, on my return from the Arkansas border, where I had been in command of a division of General Frémont's *corps d'armée*, I was arrested by order of General McClellan and was placed in close confinement at the St. Louis Arsenal. The order forbade communication with any one. Before my own arrest, my chief clerk and my cashier were imprisoned, and the books and papers relating to my administration of affairs, as Chief Quartermaster of this Department, were seized and placed in the hands of irresponsible persons, beyond my control.

Up to this day, after a lapse of more than six months, I have not been informed upon what ground my arrest was made; and, so far as I know, charges have not yet been preferred against me, unless the vagaries of Mr. S. T. Glover, hereinafter alluded to, are to be considered *charges*.

The Articles of War (art. 79) in providing that "no officer or soldier who shall be put in arrest shall continue in confinement more than *eight days*, or until a court martial can be assembled," seem to contemplate a speedy hearing; but, to accelerate matters, I asked for a trial, or a court of enquiry, immediately after my arrest. Some weeks having elapsed and no response to my request being given, I again demanded a hearing in some form, and have since made repeated applications of the same import, through the agency of friends, to the President, Secretary of War, and the Judge Advocate General. All these efforts to obtain a hearing have been in vain and I am still under arrest, though on the 22d February last my limits were enlarged to this city.

In the mean time, besides individual assaults upon my character, portions of the public press have assailed me, and the most foul and malicious slanders concerning me have been made public in two

Congressional reports,—one being that of the Special Investigating Committee of the House of Representatives, known as the "Van Wyck" Committee, and the other that of the Commission on *War Claims at St. Louis.*

I am not content to rest longer under such unjust and injurious imputations as have been cast upon me; but feel it my duty to myself and my family to vindicate my honor and to expose the malice, the corruption and the shameless violation of all rules of justice and even of decency which have been exhibited by the Committee and Commission and by individuals who have deemed it their interest to attempt to crush me. I therefore avail myself of my official connexion with the Quartermaster's Department to give to you, its chief, a brief history of my transactions and of the persecution to which I have been subjected.

In the early days of the rebellion, Messrs. F. P. Blair, Jr., Samuel T. Glover, James O. Broadhead, John How, O. D. Filley, and one Witzig, organized themselves as a "*Safety Committee*," at St. Louis. They were utterly ignorant of all that pertains to the conduct of military matters, but managed to obtain and assumed large control in this department. They made and unmade Generals as they pleased, and the frequent changes which occurred in the command were in great measure attributable to their influence. The shameless interference with the command of General Harney by these parties, of which the public has been as yet but partially informed, exhibits the vicious influence of this "Safety Committee" and their supple instruments. They endeavored to dictate to Gen. Frémont the course which he was to pursue, and when they found that he would not countenance their attempt to direct the administration of affairs for which he alone was responsible, they plotted his ruin.

I was not aware of the existence of the "Safety Committee" until a comparatively recent period; but I now know that I am not a little indebted to their machinations for the indignities which have been heaped upon me. In order to break down Gen. Frémont, they probably found it necessary to assail me, and to make the assault successful they left no mean or cowardly expedient untried.

The spirit which governed this "*Safety Committee*" was well exhibited by Glover, who was the attorney of the Commission to adjust War Claims at St. Louis. I have recently been informed that, before he commenced the examination of my transactions, he declared publicly that I was a "God damned scoundrel, and ought to be shot." P. A. Laduc, Esq., a banker in this city, also

authorizes me to state, that, after examining him as a witness, Glover remarked to the Board in a tone of disappointment, "By God! we can't prove anything against McKinstry." He was evidently chagrined that he had failed, after having prostituted his official position, by using it to further certain political and personal designs of himself and associates, without intending or desiring to ascertain the truth or to do justice.

Influences of this nature surrounded the Adjutant General during his visit to the West, and led him to make the positive but unfounded assertion in his report to the Secretary of War, that my division was better supplied with transportation than any other in General Frémont's army. General Thomas did not see my division, and there can be no excuse for his statement if he were not himself deceived. I refer to communications numbered from 1 to 6 (inclusive) in the appendix, to show how untrue the allegation was.

With the purposes and in the frame of mind above mentioned, Mr. Glover undertook to guide the secret workings of a Star-chamber. He and his comrades found willing coadjutors and tools in the Investigating Committee and the Commission. Mr. Washburne, while on his way to St. Louis, declared, in the presence of Mr. Flanagan, now clerk in the Quartermaster's office at Arlington, Va., that he was "after McKinstry." My character was to be blasted, and it is not surprising to find that this modern *Inquisition* heard no testimony save that which suited their basely preconceived plans. It would strike most persons that I ought to have been called upon for explanations, if an honest investigation were intended. To show my desire and readiness to have my official conduct thoroughly examined, I furnish the following extract from a letter addressed by me, while in the field, to Mr. Clements, my chief clerk, as soon as I was informed that the Van Wyck Committee were at St. Louis.

"SYRACUSE, MO., October 22, 1861.

DEAR CLEMENTS: Do whatever you think proper, and act for me and in my name before the Investigating Committee, now in session in St. Louis. If you have the opportunity, insist upon the most rigid examination. You know the business has been conducted honestly, and with an eye single to the interest of the Government. * * * * I shall march to-morrow * * * *

In haste, yours truly,

J. McKINSTRY."

The readiness of Mr. Clements to attend upon that committee, is shown by his letters. (Appendix, No. 7, 8 & 9.) That committee, however, closed the door upon all fair and impartial investigations.

They were "after McKinstry," and the sequel shows that they did not, for an instant, lose sight of their purpose.

The officers of the department at Washington evidently thought I was entitled to a fair hearing, and intended I should have one; for the Adjutant General sent an order to General Totten, which was afterwards turned over to Mr. S. T. Glover, requiring that I should be invited to explain to the commission, if I saw fit, "any account or transaction that seemed to need it." This order was known to the commissioners, but they did not, nor did Mr. Glover, ever call on me for any explanations; nor did they afford me any opportunity to rebut any of their *so-called proofs*, taken *ex parte*, and in secret. Of course I had no reason to suppose that *I* was on trial before this commission which was appointed *ostensibly* to *examine and adjust claims* upon the Government; indeed, at the inception of their sittings, it was currently reported that the commissioners had stated that they had nothing to do with any investigation into my affairs; that they had no control over my books and papers, &c. To show their shuffling and double dealing in this matter, as well as to show my readiness and desire to have my transactions investigated, (I cared not, if fairly done, by whom,) I submit letters from General Curtis, the commissioners, Mr. Glover, my counsel Judge Krum, and myself. (Appendix, Nos. 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19.)

It is only surprising to me that, with the means at Mr. Glover's hands, he and the committee and commission did not fabricate more calumnies than they did; and I am astonished that, after all their labors, their attorney could represent to the Government that I had been guilty of none but the following alleged offenses, viz:

1. That I paid too much for horses, and could have bought them for less.

2. That horses were offered me at a lower price than $119, and that the owner was compelled to sell them to a contractor, because I would not give him an inspector. Similar charges are made about mules.

3. That I paid too much for camp kettles, mess pans, and tents.

4. That I bought bad shoes.

5. That I gave an undue price for axes, &c.

These, I am informed, are all the accusations which Mr. Glover, unscrupulous and unprincipled as he is, was able to produce. It will be seen that no one of them imputes fraudulent conduct to me, but, at the worst, they amount merely to charges of carelessness, or

want of judgment. A sufficient answer to them would be a comparison between the prices paid by me and those paid by my predecessors and successors in this market, and by other Quartermasters in other markets. And it is a singular fact that the practice pursued by me, in transacting the business of the Quartermaster's department, which has been made the theme of so much misrepresentation and abuse, has been followed by my successor; and, further, I make bold to state, without fear of successful contradiction, that the vast purchases of army supplies made by me, under the most difficult and pressing exigencies of the service, were at prices more favorable to the Government than were paid at the same time in any other department; and, that the prices paid by me do not, as a general rule, exceed those paid by my successors for army supplies furnished to this department under more favorable circumstances. I do not fear to challenge investigation and comparison.

After all that has occurred, been said and done, and left *undone*, I shall be excused, I trust, if I go further than at the first blush may seem necessary, and notice the more prominent calumnies that have been attempted to be heaped upon me by the Van Wyck Committee, and the Commission on War Claims. It will be recollected that the method of business adopted and pursued by me is made the subject of comment in both the reports referred to. It is alleged that I violated the law and usages of the Quartermaster's department, by making purchases without first advertising for *proposals*. As this is the groundwork upon which the greater portion, if not all the accusations are based, I will speak of this matter in this connexion.

I will remark, in the first place, that this method has had the sanction of the Government since the commencement of the present war. At Washington, at New York, at Philadelphia, at Cincinnati, at Louisville, and all other places where large quantities of supplies have been bought, it has been found impossible to procure them in any other way; and, it is another singular fact, that I, of all the Quartermasters in the United States, am the only one in whom the practice is thought, by these wiseacres, to be reprehensible. Previous to the outbreak of the rebellion, St. Louis had not been a depot for army supplies. It was a point at which purchases had been made, under the orders of the Quartermaster General to fill the requisitions of officers at other posts. Timely notice of these requisitions was always given, and no injury to the service, or inconvenience to the troops, was occasioned by strictly pursuing the course of advertising for proposals, and afterwards making con-

tracts for the articles to be purchased. This was invariably done while we had a regularly organized force of a known limit—and, under similar circumstances could always be done; but the circumstances under which I deviated from that course, made the deviation necessary, and it was always, either under express orders, which I was bound to obey, or was authorized by the army regulations.

The President's proclamation of April 15, 1861, asking for seventy-five thousand three months' volunteers, and the subsequent call for volunteers for three years, or the war, worked a radical change in the character of the business to be transacted in this department, as was the case, no doubt, in others.

A few weeks sufficed to crowd the city and the arsenal with new levies, who were entirely unequipped and for whose unexpected necessities no preparations had been made. I was destitute of every thing required for their use. I could expect little or nothing from the East, as the energies of the Government were then taxed to supply the wants of the vast army collecting in the District of Columbia and Virginia. My quarterly abstract of property for the quarter ending June 30th, will bear me out in the assertion that on April 15th, 1861, I had no clothing, camp or garrison equipage on hand, and no horses, mules or wagons for the supply of these troops. The respective governments of the loyal States aided largely in procuring outfits for their own volunteers. In Missouri, this could not be done. The State Government was disloyal, and many of its citizens were in open rebellion against the Federal authority. To add to the embarrassment, I had no money with which to make purchases, and the Government could not go into the market and buy on credit as responsible individuals could. I mean that small dealers, or even large ones, who were compelled to turn their capital over frequently, or to be certain of receiving their dues at a fixed time, would not sell to the Government on credit; but the same parties would have gladly made time sales to any leading mercantile house of reputed solvency. I was not able to assure any one, that I could certainly pay him upon any fixed day or in any given month, and without such assurance merchants were generally unwilling to part with their wares.

For the same reason it was useless to advertise for proposals, and often times the "*public exigency*" (Rev. Regulations § 1048, p. 155) would not permit the delay. The credit of the Government was low and the state of the market was such that *proposals* would have been made only by those much abused "middle-men" who could raise the means wherewith to buy for cash and wait indefinitely

for their pay. It seems hardly necessary to remark, that proposals under such circumstances would certainly not be as favorable to the Government, as bargains which could be made privately with the very parties who would become bidders. It certainly appeared to me then as it does now, that to employ these men of capital, or who could command capital, to step in and aid the Government by making purchases either for cash or on their own credit, and running their own risk as to the time of payment, and a possible depreciation of the public funds, with the promise of a fair mercantile profit as their compensation, was the most judicious and economical plan to pursue.

The above remarks apply to a period subsequent to June 30th, 1861; for during the whole quarter ending on that day, I purchased nothing but four thousand canteens, four thousand haversacks, eight hundred and forty-seven blankets, one hundred and thirty-two common tents, four hundred camp kettles, four hundred messpans (the two last items by the way were bought of O. D. Filley, one of the "Committee of Safety,") some axes and other hardware. The demand for these things was sudden and pressing; a day's delay would cause suffering or retard operations; and the "public exigency" was such that I would have violated my duty had I not bought them as I did.

I was expecting to receive from the large government depôts at the east, clothing, camp and garrison equipage and to have preparation made for transportation, before General Lyon would move his troops. There appeared to be no probability that he would take the field until these supplies could be obtained in the ordinary manner. Gov. Jackson by his declaration of war, on June 12th, 1861, caused General Lyon to send Sigel's column to Springfield, and to proceed in person with another up the Missouri river, on the 13th and 14th of the same month. Their land transportation had to be hired, few tents and no clothing had been issued to them, and in July, and from that time onward, their requisitions called for such immediate attention that there was no time at which the "public exigencies" did not demand the purchase of the articles they needed, as quickly as I could procure them. In July, too, before Gen. Frémont's arrival, troops were dispatched, from the city and arsenal, to points threatened with danger, at a moment's notice. It invariably happened, that the first intimation I would receive of a contemplated movement, would be a requisition and order for the instant supply of quartermaster's stores.

I have it in my power to show not only what efforts I made, and how cautiously I proceeded, but how strictly I obeyed my orders, and how fully my course, in this matter, was sanctioned by my superiors. I will call attention to the following copies of letters, written prior to July 26, the date of General Frémont's assumption of the command:

By Telegraph from
PHILADELPHIA, April 27, 1861.

TO MAJOR J. MCKINSTRY, *A. Q. M.*

My orders are to furnish the Militia with such fatigue clothing as can be spared. The Militia of this State and others are making clothing for themselves.

I cannot send you the thousand (1,000) suits of fatigue uniforms at present, and cannot say whether I shall be able to do it or not.

You are hereby authorized to furnish the regular supplies of camp equipage, including tents.

If you have them made in St. Louis write me fully, and telegraph if you can procure the camp equipage.

(Signed,) CHAS. THOMAS,
A. Q. M. General.

ASSISTANT QUARTERMASTER'S OFFICE,
ST. LOUIS, MO., April 29th, 1861.

SIR:

I have the honor to enclose herewith an estimate of funds. Demands are daily being made upon me, by the volunteer regiments mustered into service in this city and the State of Illinois.

To enable me to meet them, and in the absence of a precise knowledge of what they want, my estimate is general, for so much money.

If it is decided that I am to to furnish the clothing and camp equipage they require, the business would be facilitated by orders to the department in New York and Philadelphia to meet promptly my estimates for tent cloth, &c., &c., to be sent by express.

I am, sir, very respectfully, your obedient servant,
J. McKINSTRY,
Bt. Major, A. Q. M.

To the Quartermaster General,
U. S. A., Washington, D. C.

ASSISTANT QUARTERMASTER'S OFFICE,
ST. LOUIS, MO., April 30th, 1861.

COLONEL:

A tent manufacturer here says he alone holds the right to make the Sibley tent, and that his prices are the same as those charged in Philadelphia, with transportation added. I can make the old army tents at reasonable rates, and shall proceed to do so.

Clothing could be manufactured here by the wives and daughters of volunteers in the service, at reasonable rates, provided the materials be sent me, from

your city or New York. I understand from the Hon. Mr. Blair that he has suggested this arrangement to the Secretary of War. If the pressure upon the department at Philadelphia is too great, to enable it to meet the wants of this department, and if the above arrangement meets your approval, I can get to work immediately upon the receipt of the first consignment of cloth.

I am, Colonel, very respectfully, your obedient servant,

J. McKINSTRY,

Col. Chas. Thomas, *A. Q. M. General,* *Bvt. Major, A. Q. M.*
U. S. A., Philadelphia, Pa.

Assistant Quartermaster's Office,
St. Louis, Mo., May 1st, 1861.

Colonel:

The following is a copy of a telegram sent you to-day. "Will you send me, by express, cloth sufficient to manufacture 1,000 suits of fatigue clothing, and also tent cloth sufficient for 500 common tents."

In explanation of the above, it is proper that I should say to you that the volunteers mustered in the service here are all from this city, and all poor men. Unlike other States, no enthusiasm or popular feeling on the side of the Government has been awakened, leading people to subscribe money in aid of the volunteers; hence it becomes important that the Government should aid them promptly, with the allowance they are entitled to under the law.

If you can furnish the cloth, I can clothe them at prices approximating, very closely, to the Philadelphia standard; and its making up will materially aid the wives and families of the volunteers, whom I propose to employ.

I am, Colonel, very respectfully, your obedient servant,

J. McKINSTRY,

Col. Chas. Thomas, *A. Q. M. G.,* *Bt. Major, A. Q. M.*
U. S. A., Philadelphia, Pa.

Assistant Quartermaster's Office,
Major: St. Louis, Mo., May 26th, 1861.

I have the honor to enclose herewith an estimate of funds required at this station. The large number of troops (10,000 men) stationed here, require, as you are aware, large amounts of supplies, and, in the present depressed state of business affairs, they can be purchased for cash far below the market.

The difference of exchange between this city and New York is 15 per cent.

If I have to purchase the supplies required on credit, an additional 10 per cent. will have to be added. So you will readily perceive the advantage to the Government in purchasing for cash.

I am, Major, very respectfully, your obedient servant,

J. McKINSTRY,

Major E. Sibley, *Acting Q. M. General,* *A. Q. M.*
U. S. A., Washington City, D. C.

Quartermaster General's Office,
Sir: Washington, D. C., June 4, 1861.

There were at Fort Ripley, on the 30th of April last, 178 mules, 7 oxen, 37 wagons, and 2 ambulances, which, with the exception of the means

of transportation authorized by General Orders No. 13, War Department, June 17th, 1859, are available for the use of the troops, if required at St. Louis, or if not, for the forces further south.

You will please order them to St. Louis, to be disposed of as the Commanding General may direct.

You are authorized, without reference to this office, under his direction, to procure such means of transportation as he may deem necessary, practising a sound economy in making your purchases, and if the exigency is not immediate or pressing, conforming to the law and regulations in relation to the manner of making purchases and contracts for supplies.

Ambulances and transport carts will, probably, also be required, especially in the event of a forward movement of the troops. If such be the case, please advise me, and I will, as soon as it can be done, send you one of each kind of ambulance designated in General Orders, No. 1, January 19th, 1860, to be used in the public service, as models from which others can be manufactured in St. Louis. In the meantime, if they should be wanted, you will, of course, for temporary purposes, hire such spring carriages as may be necessary.

Very respectfully, your obedient servant,

E. S. SIBLEY,
Act. Qr. M. Gen. A. I.

Bvt. Major J. McKinstry,
Asst. Qr. Mr. U. S. A., St. Louis, Mo.

Quartermaster General's Office,
Washington City, June 25, 1861.

Major J. McKinstry, *Quartermaster, St. Louis, Mo.*

Sir:

Your letter of the 18th, enclosing correspondence with Adjutant General Harding, is received.

The Department approves your course, as shown in these letters, but desires, that while economy is right, there be no room left for charging the failure of any military movement upon a want of promptness and efficiency in the Quartermaster's Department.

Respectfully, your obedient servant,

(Signed,) M. C. MEIGS,
Quartermaster General.

Assistant Quartermaster's Office,
St. Louis, Mo., June 26, 1861.

General:

I have the honor to acknowledge receipt of a copy of your telegram of the 18th inst., (the telegraphic despatch was not received,) instructing me to support General Lyon's movements by all necessary aid from this Department, and to advise, &c., in order that collision may be avoided, and improper orders, through inexperience, be prevented.

The course therein indicated I have, from the first, considered it my duty to

pursue. Nothing has been neglected that could be done, without exceeding the power given me.

But you will readily understand, that in so hastily an organized force as that here collected, and officered, to a great extent, by men who do not understand the necessary regulations that govern the business of this Department, some confused ideas exist among them. And it is not strange, that attempts to instruct them in the regulations of the Department are often mistaken for opposition, and furnish groundless cause of complaint.

My regard for the interest of the Department, and for my instructions, demand that I should require of them that the business of this office should be done in a proper manner, and in strict conformity with the regulations, leaving responsibilities to be assumed by those who create them.

I am, General, very respectfully,
Your obedient servant,
J. McKINSTRY,
Bvt. Major, A. Q. M.

Brig. Gen. M. C. Meigs,
Q. M. G., U. S. A., Washington, D. C.

Assistant Quartermaster's Office,
St. Louis, Mo., June 26, 1861.

Colonel:

I enclose herewith, for your information, a copy of a communication received from the Quartermaster General, and have to state that you will find me at all times anxious and willing to aid, to the best of my ability, any line of policy the authorities have decided upon pursuing. In the absence of any officer of my Department that can be assigned to duty at the Arsenal I shall keep there an experienced clerk to act as my agent.

Requisitions and wants made known to this office will receive prompt attention.

Very respectfully, your obedient servant,
J. McKINSTRY,
Bvt. Major and A. Q. M.

Col. Chester Harding,
Act. Assist. Adj. Gen., Arsenal, St. Louis, Mo.

By Telegraph from
Washington, June 29, 1861.

To Major J. McKinstry:

Your telegraph of the 28th in relation to transportation wagons, mules or horses, for two light batteries, ten companies of cavalry, and five regiments of infantry, at Cairo, is received. Fill Gen. McClellan's requisitions as soon as possible.

M. C. MEIGS,
Q. M. General.

By Telegraph from
GRAFTON, Va., June 28, 1861.

To Major J. McKINSTRY:

Please provide, at earliest possible day, wagons and mules, or horses, for two light batteries, two companies of cavalry and five regiments of infantry, at Cairo.

(Signed,) G. B. McCLELLAN,
Maj. Gen. U. S. A.

By Telegraph from
WASHINGTON, July 6, 1861.

To Bvt. Maj. Gen. McKINSTRY, *A. Q. M.*:

Procure and send to Rolla, Missouri, as many wagons and teams as may be required to transport supplies from that place to Springfield, for General Lyon's command. Consult Assistant Adjutant General Harding as to the number that will be necessary, and spare no exertions to forward them at once. Make arrangements also to supply the animals with forage, at Rolla, and while employed in transporting supplies to Springfield, funds will be immediately forwarded to you.

M. C. MEIGS,
Q. M. General.

ARSENAL, ST. LOUIS, July 11, 1861.

MAJOR:

I wrote to Frank Blair asking him to see the Secretary of War and Chief of Ordinance about furnishing horses for Buell's battery, which is needed immediately. He answers: "In regard to the purchase of horses for Buell's battery, the Secretary and Quartermaster General inform me that ample authority has been sent to the Quartermaster at St. Louis to buy anything and everything that is needed for the equipment and transportation of the troops in Missouri, without reference to the Department here, but upon the simple requisition of the Commander of the troops in Missouri. I am authorized by the Department to say, that if wagons or horses or anything else is wanted, that the Commander of the troops has only to make requisitions and it will be instantly complied with. If you will show this note to McKinstry I am very certain you will have no trouble."

Does not this leave artillery horses in the same category as before? Or would you conceive this to be authority to pass the ordnance by, and buy as Quartermaster?

I called to see you, and would be much obliged if you would give me your advice and opinion on the subject.

Very respectfully,

Major J. McKINSTRY, *U. S. A.* C. HARDING, JR.

It was not my desire to purchase without advertising for proposals, in any instance; and, until General Frémont's arrival, I did so only to the limited extent and under the circumstances above mentioned.

After he assumed the command, the operations of the department became immensely large, and the public exigencies, as a consequence, were more imperative.

He soon collected a force that was enormous in comparison with the resources of the Department. He had in his Department about eighty thousand troops. The necessity of purchasing, without advertisement, whenever and wherever supplies could be obtained, now became constant, and was recognized, not only by the Commanding General, but by the highest military authorities in the land, and was in accordance with paragraph 1048 of the Regulations above referred to and here copied:

"When immediate delivery or performance is required by the public exigency, the article or service required may be procured by open purchase or contract, at the places and in the mode in which such articles are usually bought and sold, or such services engaged, between individuals."

On the 29th July, 1861, I was ordered to have at command, "during the next fortnight," clothing, camp and garrison equipage for twenty-three regiments of Infantry, three regiments of Cavalry, and one regiment of Artillery. On the same day, I was directed to purchase five hundred sets of cavalry equipments for "to-morrow." August 20th, I was ordered to purchase, in this city, and have ready to forward at once, clothing for six thousand men. August 21st, to purchase one thousand pants and the same number of jackets. September 4th, to contract for not less than one thousand wagons and the mules required for them, with the least possible delay. (See Appendix, Nos. 20, 21, 22, 23, 24, 25, 26, 27, 28.)

When I received the first order, I telegraphed to the Quartermaster General in regard to the matter, and received a reply, in substance, that impossibilities could not be performed, and that the Department could not fill the requisition in the time named. General Frémont thereupon directed me to take immediate steps to furnish the articles called for, in the most expeditious manner.

In addition to the condition of the public credit, and of the market, and of the "public exigencies," and peremptory orders which forbade the delay incurred by advertising, there was another cause operating to render the usual course out of the question.

It was the policy of the Government, and I was so instructed, to exclude all but men of known loyalty from the benefits of Government business. In a community like this, where a large part of the mercantile class was accused of entertaining disloyal sentiments, this policy, the wisdom of which has never been doubted, imposed

still further restriction upon competition; and political cormorants did not hesitate to take advantage of these embarrassments to direct those benefits into their own pockets or the purses of their friends, so far as they had the power to do so.

Notwithstanding all this, I made purchases and contracts without advertising only when the necessity for the supplies was apparent and pressing, or when acting under the orders of the Commanding General.

The Commission on War Claims, in their perverse and apparently pre-determined anxiety to find something against me, have characteristically assumed that in these matters I acted upon my own responsibility, and of my own mere impulse and whim. The assumption is, of course, false; and had they inquired of me, as they were ordered to do, or of my clerks, any explanation on the subject, they would have learned the fact that, do the best I could, I was not able to keep up with the peremptory orders which came to me from the Department Headquarters, to purchase or contract for the horses, mules, wagons, clothing, &c., which were needed, and always needed on the instant, for use in the army.

If the Board desire to know the effect of such orders, even if illegally issued, I refer them to Major Robert Allen's testimony, in the report of their co-laborers of the Congressional Investigating Committee, pp. 79 and following.

As examples of the extent of the demands upon me, and the promptness with which they were expected to be furnished, I cite the letters in the Appendix, marked from 20 to 28, inclusive; and, as one instance of the difficulty of obtaining, in large amounts, the requisite supplies, I refer to the dispatch of the Assistant Quartermaster General above set out, and to those of Captains Dickerson and Turnley in the Appendix, Nos. 29 and 30.

The manner in which the Quartermaster's business was done in this Department had been unavoidably adopted elsewhere; and even now, (as I have already stated,) when my successor has a large corps of Assistant Quartermasters and competent and experienced clerks, drawn from all parts of the country, at increased salaries, to aid him, and when the chief business is not to equip an immense army from the ground up, but merely to make good the losses and destruction of property occasioned by the casualties of war, the same method is, and must be, pursued. I am happy to be able to show by the letters of the President and Secretary of War that they were aware of, and gave countenance to, the course pursued by me.

"WASHINGTON, September 10, 1861.

J. MCKINSTRY, *Brigadier General and Quartermaster, St. Louis*:

Permit me to introduce James L. Lamb, Esq., of Springfield, Illinois.

I have known Mr. Lamb for a great many years. His reputation for integrity and ability to carry out his engagements are both unquestioned, and I shall be pleased, if consistent with the public good, that you will make purchases of him of any army supplies needed in your Department.

Your obedient servant,

A. LINCOLN."

"WASHINGTON, September 9, 1861.

J. MCKINSTRY, *Brigadier General and Quartermaster, St. Louis*:

SIR:

The bearer of this, James L. Lamb, Esq., of Springfield, Illinois, is the personal friend of the President, as well as my own. He is a gentleman of integrity and business capacity, and any engagement entered into will, no doubt, be faithfully carried out. As Illinois is bearing her burthen of the war, both in furnishing men and means, it is the desire of the Administration that the citizens of that State should have a fair share of the Government patronage dispensed in your Department. If you can do anything for Mr. Lamb, in purchasing supplies, you will oblige, provided he will *make his prices suit you.*

Your obedient servant,

SIMON CAMERON,

Secretary of War."

I refer, also, to the letters of a military gentleman, whose extensive service in the artillery, must have given him an intimate acquaintance with the "rules and regulations governing the army." I mean Colonel, the Hon. F. P. Blair, Jr. These letters will be found in the Appendix, marked from 31 to 36, inclusive. See, also, letters from Ben. Farrar, Esq., United States Assistant Treasurer at St. Louis, to Hon. M. Blair, and to Colonel Blair, (Appendix, No. 37 and 38,) and the letter of the Hon. James S. Rollins, M. C., (Appendix, No. 39.) Major Rollins' letter throws some light upon the subject of the "Haskell" contract, and shows that, sometimes private parties engaged the services of *middle men.* I append a telegram and two letters from Brigadier General Thomas L. Price, M. C., touching the furnishing of mules. (Appendix, No. 40, 41 and 42.)

I have said thus much as to the system of contracts and purchases pursued by me, in common with Quartermasters at other points, and by my successor, because, as I have before said, I deem it the ground work of nearly all the attacks contained in the two reports. I trust that I have satisfactorily shown that I am upheld by the regulations and by my instructions and orders. I close this branch of the case by referring to your own express approval of my conduct, after you had given to it a personal examination, while you were in this city,

in September last. You did me the honor to state that I had evinced ability, energy and economy.

I will now pay attention to the complaints of the Committee and Commission that "*middle men*" were allowed contracts. The logic of the two distinguished Boards would restrict Quartermasters to dealing with *producers* and *manufacturers* only. However pressing the public emergency, the Quartermaster of this Department must not (unless at the risk of being censured and maligned) buy clothing, &c., of those who kept the articles for sale or could furnish them, (but were not manufacturers,) because, forsooth, they would make a profit on their sales to the Government! Any one of common sense would naturally conclude that the question with every Quartermaster would be, *what are the most favorable terms the required article can be obtained for?* If supplies could be obtained of "middle men" at lower rates than of manufacturers, the duty of a Quartermaster would be very plain; and even if at no better rates, the Government would sustain no injury by buying of "middle men."

The *very* sagacious Committee and Commission assume what was not the case, viz: that I could have purchased of manufacturers in this Department on more favorable terms than I did of parties who furnished supplies. In this assumption they exhibit their utter ignorance of the kind and extent of the manufacturing interests in St. Louis. If these *closeted* fault-finders had taken the trouble to examine the vouchers and bills that were before them, they would have noticed a long list of articles, costing in the aggregate, immense sums of money, not one of which is manufactured in St. Louis; and of many of the articles that are manufactured here probably not one-tenth of the quantity required could have been furnished in time. Further comment is unnecessary. The oft-repeated story of the "*middle men*" is mere *twaddle*, and unworthy of serious refutation. Any one at all familiar with the course of business or the practice of the Government must see that the learned Commission, in their dissertation on "*middle men*," have "strained at a gnat and swallowed a camel."

Let us suppose a case. If a General commanding a Department should deem it necessary to move his army *immediately*, and should order the purchase of an immense number of horses and mules, the Quartermaster, according to the sage opinions expressed in the two reports, must first advertise for proposals, and reject all bids except those of "farmers and small dealers in the country," (Report, 8;) or, if he did not advertise he should await the chance arrival of the farmer with his five or ten head of stock. And, however anxious

the faithful Quartermaster may be to fill the order with the least possible delay, to meet the public exigency, yet he must not deal with men who have the means and facilities to go through a widely extended country and procure the animals needed!

The path marked out by the Committee and Commission would be easy to follow if immense numbers of men, suddenly called to the field, did not require horses, mules, clothing, cooking utensils, tents and the like, or if the enemy would postpone his operations until we had accumulated all the transportation we required by the means indicated.

And it is singular, taken in this connexion, that the Commission should have objected to my purchasing clothing of R. Keiler & Co., on the ground that they were *retail* dealers in the articles. It is untrue, in fact, that R. Keiler & Co. were *retail dealers*, in the sense which the committee intend the assertion to be understood. They do custom work, but, as is well known in St. Louis, they manufacture clothing and supply it to other dealers, in large quantities.

The Board call S. P. Brady, a commission and forwarding merchant, one of the most "marked of the 'middle men,'" and "allowed him no profit whatever," because he was not "a dealer in any of the articles furnished by him to the Government," although, they add, "It is but justice to Mr. Brady to state that the per centages charged by him to the Government were much more moderate than those of any other middle man that came under our notice." Was not John How, leather manufacturer and dealer, a middle man, by the same rule which was applied to Child, Pratt & Fox, hardware dealers? Was it any more in his "line of business" to furnish overcoats than it was in theirs to supply canteens and knapsacks? Were not half the persons whose claims passed the commission without objection, "middle men"? Most simple people would say that Mr. How ought to have been compelled to relinquish his profits on his sales of articles in which he did not deal, if Mr. Brady and Child, Pratt & Fox could be allowed none for similar sales.

The Commission didn't see it in that light, however, but while they would not allow Mr. Brady, and Childs, Pratt & Fox anything for their labor and capital, they passed Mr. How's claim without question and without requiring the Quartermaster's certificate to it! To show the glaring inconsistency of the Commission, allow me to state the facts: Mr. How obtained $10 50 for his overcoats. Brady, in his claim, demanded but $9 50 for the same article, delivered at about the same time. It must be borne in mind, too, that Mr. Brady fur-

nished overcoats at a period when our troops greatly needed them and the market could not supply the demand; that both he, Child, Pratt & Fox, Mr. How, and other "middle men," invested their money or credit in providing the Government with these things when the latter had very little of either money or credit to spare in St. Louis. It was fortunate that the Government found "middle men,"—capitalists—who could wait for payment. Its credit was not at that time available, and it was not until Child, Pratt & Fox, Pomeroy & Benton, and one or two other concerns, evinced their faith in the solvency of the national treasury, that other leading merchants in St. Louis would take the risk of making sales.

There was one objection to Mr. Brady's claim, which appears on the face of the report, "he was an old friend and favorite of McKinstry." That settled him.

There was one merit which Mr. How's claim had, but which the Commissioners omit to state. Mr. How had parted with his interest in it, having assigned it to the firm of R. Campbell & Co., of which concern Hugh Campbell (one of the Commissioners) was a member. This, doubtless, insured its passage without reduction.

I shall not refer to the Brady matter again, but call attention to his affidavit (Appendix 45), and to that of Mr. Mandelbaum (Appendix 46.) The President and Secretary of War, in their letters copied above, seem to think that an unquestionable reputation for integrity and ability to carry out his engagements is sufficient warrant for a Quartermaster to deal with the man who possesses it. I supposed so too, and when, as I have already shown, the Government had neither the credit nor the money to buy with as responsible individuals could, of men of small means, I considered it a lucky circumstance to find individuals and firms of unquestionable reputation for integrity and ability to carry out their engagements, who were willing to buy and collect together the materials of war and sell them to the Government with no other condition than that, for their trouble and the use of their skill, judgment and capital, they should receive a "fair mercantile profit," when Government was ready to pay them. I found many such individuals and firms in St. Louis, and have dealt with them, under circumstances requiring it. The Commission, however, single out a few by name and try to create the impression that these did all the business to the exclusion of others, and that all the business they did was done with me. It was known to them that I, also, bought largely of Field Brothers, J. B. Sickles & Co., Corbet & Kuhn, Warne, Cheever & Co.,

Pomeroy, Benton & Co., and other leading houses, while of the claims presented by the individuals and firms mentioned by the Commission, a large number were created during the administration of my successors. For instance: I bought of R. Keiler & Co., goods to the amount of $77,100 85; Captain Rankin $270,410 23; Major Allen $69,422 75. Evidence of this was before the Commission. They seized Keiler & Co.'s books and papers, and besides the proof they afforded, the fact was testified to by witnesses. Yet, in their unscrupulous zeal, they suppress the truth and render themselves morally guilty of perjury in order to injure me.

Before I was aware of Mr. How's position as one of the Safety Committee, I had made considerable purchases of him. He was not averse to an increase of these dealings, as appears by the proposition of himself and Mr. Gurnee contained in Appendix No. 48. The proposal was not accepted. It may be that the rejection of the offer had something to do with the subsequent course of Mr. How and his friends upon the "Committee," and if I had given him the desired contract, probably the country would not have heard so much about "middle men" and "go-betweens."

I append my answer to Messrs. How and Gurnee's proposition. (No. 49.) It will be seen that I therein expressed my views in regard to the propriety of entering into such contracts. These *would-be* contractors applied to Gen. Frémont to *order* me to comply with their wishes, and, had they succeeded in procuring such an order, I would have obeyed it, as I did in other cases. The General did not see fit to oblige them, in the premises, and the contract was never entered into. How much this disappointment affected the subsequent course of Mr. How and the Chicago Tribune, in which last named concern Mr. Gurnee is said to be a stockholder, I leave for others to determine.

The Commission seized the books, papers and correspondence of Child, Pratt & Fox likewise, and they knew when they signed their report that Captain Rankin, Major Allen, and other parties, had continued to buy of them after I ceased to have control. Why did they not censure them? Of the claims of Child, Pratt & Fox, before the Commission, the following is a statement, viz:

Purchases made by me				$374,573 67
"	"	"	Captain Rankin	140,827 08
"	"	"	Major Allen	29,125 39
"	"	"	other parties	5,281 61

Yet the Committee and Commission strive to make it appear that the corruption of this firm was so marked that no one but me, who was an accomplice, would have anything to do with them. As another instance of the sort of justice which was meted out by the Commission, I will mention that Child, Pratt & Fox bought, in August, 1861, *for cash*, of R. Campbell & Co., (of which firm Hugh Campbell, one of the Commissioners, was a partner)—

82	blankets	at	$6 50	per pair.
23	"	at	5 50	" "
257	"	at	8 00	" "

These blankets were bought for the Government and were turned over to me. The credulous "middle men" believed that upon producing the original invoices of R. Campbell & Co. they could at least obtain the cost price of articles which they had paid for months before, inasmuch as there was a gentleman on the Commission who must know that the prices were *fair* and *reasonable*, and the goods of *fair* quality. They were mistaken, however. Mr. Hugh Campbell, merchant, and Mr. Hugh Campbell, commissioner, were two distinct characters. He sold blankets at $8 in the one capacity, but in the other he couldn't persuade his conscience to allow the Government to pay more than $4 33⅓, and at that rate the claim of Child, Pratt & Fox was adjusted.

At another place in this communication, I shall take occasion to notice the remarks of the Commissioners touching Mr. Fox's alleged agency in my being retained at this post as Quartermaster. I will now simply state that I never knew the firm of Child, Pratt & Fox, or any member of it, until I was assigned to duty in this city. I became acquainted with them, and more particularly with their junior partner, Mr. Fox, in consequence of their having always been the lowest bidder for hardware, when I had occasion to advertise for proposals; and, as I have before remarked, I never made purchases except upon advertisement, prior to the commencement of the war. The house certainly had a high standing in St. Louis—none had a better reputation, so far as I know.

I was not anxious to deal with R. Keiler & Co., as appears by my letter to Captain Littler. (Appendix, 51.) They were not only large manufacturers but dealt extensively in clothing, both at wholesale and retail, and I am aware of no reason why I should not have bought from them such articles as they could furnish and the troops required.

The experience and business qualifications of S. P. Brady appear from his own history of himself, and his high position and irreproachable character are made manifest by the certificates of the Hon. Lewis Cass and Judge Ross Wilkins.

"Jim Neill" was a stranger to me until Frank P. Blair, Jr., introduced him to me as his "personal friend," and a "sound Union man." Mr. Blair, also, recommended J. H. Bowen and Charles M. Ellcard. In fact, the Representative of the St. Louis District sent more applicants to me than any other ten men in the country.

J. S. Pease is stated by the Committee and Commission to be a "brother-in-law" of mine. They knew better, for it was in proof before them that he is not connected with me by blood or marriage: and that I had no acquaintance with him until I was stationed here. He, too, was a respectable commission merchant, in good repute.

Now, I ask, if in the avalanche of business which came upon me, it became necessary, not only to find men who had the means to assist the Government in its time of need, but in whom I could confide to aid me in doing that which no mortal man could accomplish alone, why should I not have placed faith in the persons and firms alluded to? If, in any instance, I have been deceived, and the Government has been defrauded, (which I deny,) I can only say that I exercised all the caution and judgment which I could have used to prevent such an occurrence.

Perhaps I should not have placed trust in Mr. Blair's "personal friends;" but, if the good names which the merchants with whom I dealt had acquired in the community furnished no grounds for reliance upon their integrity, I am at a loss to know what rule could have guided me. The frauds so freely charged by the Committee and Commission, against a few individuals and firms, it will be observed, necessarily implicate a large number of merchants, manufacturers and traders, who, previous to these reports, enjoyed the reputation of being honest men. It is not my province to undertake their defence, and I shall leave the injured parties to see to it themselves.

As far as the charges or insinuations that I was in any way interested with the "middle men" are concerned, I reply that they are *false* in every particular. There was no testimony before the Committee or Commission tending to show any such thing. Even Glover can't screw his courage to the point of making such a charge. It was reserved to a committee, whose chairman was turned out of the War Office for making dishonorable proposals to the Secretary,

and has since been arrested by General McClellan for appropriating property of the Government to himself and his regiment, and to a set of commissioners, led by a tricky and unscrupulous lawyer, to manufacture these accusations out of whole cloth. I append several affidavits relating to this subject, although the absence of every thing like proof to show guilty conduct on my part would seem to render such exhibits unnecessary.

A still more unfounded and reckless statement of the Committee is found on page 113 of Report. In speaking of the service of plate presented to Mrs. McKinstry, the Committee say: "Contractors were told by those soliciting contributions that if they did not contribute they would have trouble in collecting their dues from the Government." To uphold this statement, they garble and falsely report the testimony of Almon Thompson, as will be seen by his affidavit, (Appendix, No. 75.)

The presentation was made after I had ceased to be Quartermaster, and within a few hours of my departure for Memphis. The inscription on the plate shows that it was a token of regard for my services as Provost Marshal. To show the character of the contributors, and the motives that influenced them, I refer to the testimony of J. B. Eads, Esq., p. 958.

Having disposed of the objections that I bought without advertising for proposals, and that I dealt with "middle men," I will notice some of the specifications found in both reports. It is strange that with the same testimony before them, their distortions and perversions of testimony should have led the Committee and Commission to such different results; but I presume that it is difficult for two sets of people not acting in concert, to make up the same falsehoods, even though they have a common purpose. I regret their want of harmony, for it compels me to notice their reports separately. I will first take up that of the Committee of Investigation.

Upon pages 52 and 53 will be found copied an order which I gave to Livingston, Bell & Co., of New York, for clothing. It appears sufficiently from the letters and instructions above set out, that I had the authority to give this order, and that the "public exigency" demanded it. I call attention to it for one purpose only, that is, to have it noted how carefully unreasonable prices were guarded against. It is provided in the order that "the cost of manufacture, material and transportation" should be furnished, and that the Quartermaster would allow them "a fair mercantile profit" thereupon. The result has shown that by this means the Government obtained a

quantity of good clothing at prices lower than has generally been paid for similar articles in this or any other Department.

At page 82 the Committee state that they "found that the most astounding and unblushing frauds had been perpetrated in the purchase of horses and mules, made by the Quartermaster's department; and the evidence left no doubt on their minds that the Quartermaster himself was in collusion with corrupt and unprincipled men who combined together to swindle the Government. In these purchases, fraud was perpetrated in every possible way. In the first place, matters were so arranged that it was impossible for the original owners to sell horses or mules directly to the Government, but all such sales were made by certain middle men and go-betweens, who, it appears, alone could get any horses or mules taken by the Quartermaster's department."

This extraordinary charge deserves but one reply: it is a *malicious and deliberate falsehood.* There is nothing even in the reported testimony to justify the conclusion of the Committee; but, in reporting the testimony, they suppressed the statements of some witnesses, and garbled and perverted those of others, in the hope that careless readers would be misled. The Committee state truly that $119 was fixed as the maximum price for horses and mules, but it is not true that $150 was fixed as the price of artillery horses. I will explain how this standard came to be adopted. After having advertised for proposals to furnish animals of the above description, the various bids were opened on the 4th of July, 1861. It had previously been intimated to me, (and the bids seemed to confirm the intimation,) that the "legitimate dealers" had made a combination to keep up the prices.

T. T. January proposed to furnish cavalry horses at $125; James Ashbrook required $125 for mules; Thornton & Pierce, and Lawrence Matthews claimed $125 for horses and $130 for mules; James B. Neill (Blair's "personal friend," "Jim Neill") demanded $130 for cavalry horses; J. H. Bowen's price was $119 for horses and mules, while that of Asa S. Jones was $119 50. The original bids are on file in the office of the Quartermaster General. Bowen's bid was the lowest, and was as low as horses and mules of the required standard could be furnished to me in this city, and much lower than had been previously paid. The contract was awarded to Bowen and Jones at $119 per head. They were not "legitimate dealers" any more than How or other dealers of that class, but were still able to col-

lect and bring to me all the animals specified in their contract, at a considerably lower cost than the "horse men" considered reasonable.

I do not know how much the contractors paid to the farmers and stock raisers, but I do know that $85, $105, $108 and $110 per head (if they did, in fact, procure their horses and mules for those prices) at the farm yards in the interior, left no magnificent margin by the time the animals were inspected and accepted in this city. The Committee strive to create the impression that, because the "original owner" was content to take less than $119 at the gate of his own stock yard, no allowance should be made for the expense of feeding and transporting the animals to the city, and that the services of the "go-betweens," in collecting here a horse and there a mule, until they had filled their contract, were not worthy of compensation! Why, if I had hired and sent to the country enough Quartermaster's agents to buy and bring in the number of horses and mules required, within the eight days which were given to Bowen and Jones for completing their undertaking, the actual cost to the Government would have been fully up to, if it did not exceed, the figures determined upon by the "legitimate dealers." The contract was entered into in quadruplicate, duplicates of which were sent to the Quartermaster General, with full information as to the circumstances under which it was made. The price was lower than the Government was then paying in Washington; and as I never heard that any objection was made by my superiors to my action in the premises, I take it for granted that it met with their approval. From the paper itself (Appendix, No. 52) it will be seen that $119 was the price agreed upon for cavalry *and* artillery horses and for mules.

After this contract was made, I had no occasion to purchase horses until I was ordered to do so by General Frémont, Department Commander. I subsequently purchased animals without advertising, and to avoid combinations which I feared, I let it be generally known that I would pay $119, and no more, for horses and mules which could pass inspection. Bowen and Jones had been able to furnish them at that price, and judging from what I knew of the market, as well as from the offers of "legitimate dealers," I was then confident, and am now certain, that the Government could not have been supplied at a lower average rate.

It is true that I paid $150 per head for some artillery horses, furnished to General Lyon by Messrs. Harkness and Giles F. Filley, for the First Regiment of Missouri Artillery. Upon the represen-

tations of Col. Blair, and at his solicitation, Gen. Frémont authorized me to pay $150 each for artillery horses. . After this was done, Col. Blair, as may be seen, (Appendix, No. 38,) aided "*busted-up*" John Farrar in obtaining a contract to furnish artillery horses at that price. I, however, had nothing to do with determining these prices, and only paid them upon the express orders of Generals Lyon and Frémont to do so. The men who pocketed $150 each for horses, Harkness and Filley, are the same men who figure largely as *tale* bearers before the Committee and Commission. They will receive proper notice hereafter.

The heaviest orders to purchase horses and mules (for instance that to Mr. L. Haskell, who, it appears, was merely acting for others) did not emanate from me. I had nothing to do with them, further than to have the animals inspected, and to give vouchers for them, if they were accepted. At the same time, however, the amount which I had fixed, upon the basis of the Bowen bid, still controlled, and has saved the Government a large sum which would otherwise have found its way into the pockets of the "legitimate dealers," such as How & Co. In confirmation of this, I mention that it was proved before the Commissioners that a lot of mules offered for inspection under the Haskell contract, and rejected, were afterwards, and after I ceased to act as Quartermaster, sold to the Government at an increased price of $7 each.

"But" say the Van Wyck Committee, "the fraud in the manner of purchase was only one of a series of frauds in that connexion. There was fraud in the inspection. By the indulgence of a 'generous confidence' the favored individual, who had the good fortune to have the *right kind* of authority to buy horses for the Government, either inspected himself or was permitted to select *his own inspector*, which, of course, resulted in a corrupt inspection."

This charge is utterly and basely false. There was no credible testimony before the Committee which gives an apology for making it. Upon the files of the Quartermaster General is the name of every inspector employed by me; and the Committee were also furnisned with a list of all the inspectors, verified by the affidavit of my chief clerk. No one of them was interested in any contract, so far as I know; yet, even if it were shown that some of the persons employed as inspectors were dishonest, on what ground can I be charged with complicity in their rascality? It is amazing, that, without proof, the Committee accuse me of such conduct. The same witnesses who state that I allowed "Jim Neill" to

inspect his own horses, discredit their own testimony by swearing to a foolish untruth in respect to branding horses. The Committee, instead of disbelieving the evidence on this subject, found another charge upon it, as follows:

"There was also fraud in branding horses. For instance, a horse would be bought and *branded as a cavalry horse*, to be put in to the Government at $119, and when the back of the seller was turned, another brand would be put on him, by the inspector, *as an artillery horse*, to be put in at $150; the Government being thus handsomely defrauded out of the difference." (P. 85 of Report.)

The perjury of the witnesses, and the stupidity or malice of the Committee, appear, when it is considered that there *is no such thing as a cavalry or artillery* brand. Public animals have no brand affixed to them excepting the letters "U. S.," burned into the left fore shoulder. The bugaboo story, therefore, of branding horses *twice* for the purpose of making them artillery horses is dispelled into "thin air."

And now, a word in respect to the much abused *Jim Neill*. As "a man is known by the company he keeps," and as Neill was a "personal friend" of Colonel Blair, every one had a right to assume that *Jim* was as honest, respectable and trustworthy as Blair himself, and nothing has occurred to change my estimate of the character of either of them. Neill was never an inspector, and if Gansborne and Everett (as the Van Wyck Committee state) testified he was, they swore falsely. (*Vide* affidavits of Neill, Appendix, Nos. 53 & 54.)

Patrick Brenner is also represented to have testified that he "saw them brand my (his) horse as an artillery horse after they had bought him as a cavalry horse." This is as absurd as it is false, and is on a par with the cock and bull figment of the Committee about double or twice branding of horses.

The Committee aver that the testimony of Brodhead, Peay and McPike connect "the Quartermaster and two of his confederates, Pease and Neill, with a gross and palpable fraud upon the Government." And, again, that "by this collusion between the Quartermaster's department and Neill and Pease, the Government was defrauded out of the difference between $110 and $119 on 290 mules."

I call particular attention to Peay's own testimony before the War Claim Commission on this subject, and to the affidavits of Messrs. Neill and Pease and of Mr. Blakely, who is stated in the record to have been present at the time of the alleged sale to me. (Appendix,

Nos. 55 & 56.) The fact was that Neill had an order to furnish mules at $119 a head, and through assistance of Pease, bought Peay's mules. Peay never sold, or offered to sell, them to me at any price; nor did I know what price he asked or obtained. By advancing money to Neill for the purpose of enabling him to purchase, Pease acquired an interest in the sale, and at Neill's request, the voucher was handed to Pease. Peay had no dealing, direct or indirect, with me; nor did I in any way, know him as connected with the transaction.

I direct notice to the answer of James O. Brodhead, whom the Committee assert to be "of the highest character and respectability." When asked by Mr. Dawes, "Then is not the transaction, in effect, this: that your client sold his mules to McKinstry for $110 a piece, and by some management that you do not know of, at the Quartermaster's department, the title was put into Neill, and the mules passed to the Government at $119 a head?" Mr. Brodhead, notwithstanding he is a lawyer, and should know the value of hearsay testimony, does not hesitate to reply positively: "That is it;" and yet, from his own account, it is evident that he did not know a single fact in the case. He swore to conclusions drawn from Peay's statements to him.

Again: the Committee say that a horse and mule man by the name of Harkness testified that "whoever was fortunate enough to get an order from the Quartermaster for the purchase of horses, got an inspector of his own selection appointed." The Committee also say that this man Harkness testified, with great *positiveness*, that I "allowed the beef contractor, under a contract, to supply 25 to 30,000 men at 4 4-100 per pound, to actually supply only small quantities, (for example: one day only 552 pounds,) and gave orders specially to other parties to supply the Arsenal, Marine Hospital, and the different camps, at 7 and 8 cents per pound.

The Committee had the prudence to pass over, without comment, in their report, this portion of Harkness' testimony, knowing, as they doubtless did, when they received the false and scandal-monger statement, that I had nothing to do with the beef and other articles furnished by the Commissariat.

I should do injustice to the Van Wyck Committee, and be wanting in candor, if I should omit to say, *en passant*, that I receive their statement of the evidence before them with distrust, bordering on disbelief. And not without cause, for it is known that the Committee has been publicly charged with the crime of suppressing some

and garbling other portions of the evidence given before them, both here and elsewhere.

If Harkness gave the evidence ascribed to him, he is, to say the least, a *swift witness*, and he seems to have been regarded with great favor by the Committee. Unfortunately for this pet of the committee, every material statement of his, including what he says in regard to the inspection of horses by John Keller, is basely false.

I append the affidavits of Mr. Keller and Mr. Flanagan. (*Vide* Appendix, Nos. 57 & 58.)

A brief statement of facts will show the *animus* that prompted both Harkness and G. F. Filley in their swearing assault on me before the Van Wyck Committee. While General Lyon was in command of this department, Filley and Harkness presented a claim to me for payment for 50 or 60 horses, at $150 each, representing at the same time that Capt. Lyon had given them an order authorizing the purchase of the horses at that price. As they produced no order or authority from any one, I declined payment. On investigation of the matter, I found that they had, by misrepresentation and falsehood, attempted (to use the language of the Committee) to *defraud the Government*, by obtaining an exorbitant price for horses they had never sold. I promptly charged them with their attempted deception, and peremptorily refused to pay their exorbitant demand. Of course, I incurred their displeasure, which they seem to have fostered into ill-will.

This is the same Giles F. Filley who was detected in a very weak attempt to practice a deception on me, in making proposals to furnish camp-kettles and mess-pans, and this, in part, may account for his hostility. On the 18th September, 1861, he offered, in writing, to furnish 2,000 camp-kettles at 42½ cents, and 5,000 mess-pans at 27½ cents, each. On the following day, his Clerk, G. W. Bell, in his own name, (but, of course, in concert with Filley,) offered to furnish the same articles, viz: camp-kettles at 13 cents and mess-pans at 15½ cts. per pound. I annex these offers. (Appendix, Nos. 55 & 56.) Mr. Filley, manifestly, had no horror of a *go-between* then, nor does it seem that any petty deception stood in his way, if, thereby, he could drive a bargain. At that time, I had on hand a supply of those articles, and, in point of fact, did not purchase either of those articles from any one. I declined to purchase of Filley, and gave him my reason for declining. This fact he does not mention; but he and the Committee leave it to inference that, after he sold the articles to Child, Pratt & Fox, they sold them to me. Fil-

ley says I declined to buy of him, and he sold the articles to Child, Pratt & Fox, and that afterwards the Government bought them, &c. Now, it was well known to Filley, when he gave his testimony, that the camp-kettles and mess-pans he sold to Child, Pratt & Fox, they sold to C. P. Chouteau, or P. Chouteau, Jr., & Co., who, in turn, sold them to Captain Turnley, my successor. How easy it would have been for Mr. Filley, if he had been so disposed, to prevent a false impression by stating the whole truth.

But this is not all that I have to say of Mr. Filley. If he testified as he is reported by the Committee, (p. 522, *et seq.*) he gave false testimony, in respect to his offer to me to sell camp-kettles and mess-pans. The copy of his proposition, (Appendix, No. 59,) is from the original. It is not as published by the Committee, over the signature of "Giles F. Filley by Bell;" and he cunningly withholds the proposition made by his book-keeper, G. W. Bell. (Appendix, No. 60.) The proposal of Filley is introduced by the Committee for the purpose of supporting their charge that I could have purchased such articles at a less price. This question was tested before the Commissioners on Claims. They allowed $13 per dozen for camp-kettles and $6 50 per dozen for mess-pans, which is full 20 per cent. higher than I paid to any one for such articles.

Again: On p. 526 they continue with Mr. Filley, and in answer to the question, "The man you sent made a proposition to do the work for a given price?" he says, "Yes sir; for $3 50 per square of 100 feet, but it was not accepted. Afterwards, a contract was made with Thomson at $4 50, and he sublet it at $3 50." You, sir, have the contract before you. It appears by its terms that the contract with Thomson was for $3 50, and it is in evidence that he never sublet it, but did the work himself. Mr. Filley, therefore, stands convicted of having sworn that to be the fact of which he had no knowledge, or has deliberately sworn to a falsehood, either being perjury.

Again: At page 527, in answer to the question, "Do you know anything further in reference to contracts with the Government?" Mr. Filley says: "When I heard that Benton Barracks were to be erected, William Patrick, a lumber dealer, although he had not the kind of lumber the Government wanted, offered to furnish the Government by charging three per cent. commission on the lumber for the barracks. But McKinstry could not entertain a project of that kind, but bought the lumber for from *fifty cents to one dollar a thousand more* than what he could have furnished it for."

The evident object of Mr. Filley was to lead the Committee to believe that I had paid from fifty cents to a dollar more for the lumber than it would have cost had I dealt with Mr. Patrick. You are aware, sir, from the accounts in your office, that the price paid for the lumber was $12 per thousand, and no more; but I will call Mr. Patrick to the stand, to throw more light on this subject. At pages 653 and 654 of the report, Mr. Patrick states that he met Filley; that Filley asked him what he could furnish the lumber for; that the witness couldn't answer just then; that the witness looked around that evening, and found that he could buy it for *twelve or thirteen dollars*, and would charge three per cent. commission for doing so."

"*Question.* Was $12 a reasonable price?"

"*Answer.* I think the lumber was furnished extremely low. The old lumber dealers had all quit their business, and the men who furnished the lumber are new men, who took the lumber last year for debts and piled it up. They sold it very low; *below the market price two or three dollars. I am getting two or three dollars more* for the lumber I furnish to the contractors who are building the fortifications and barges."

Such is the testimony of Mr. Patrick before the Van Wyck Committee. It disposes of Mr. Filley, and proves the economy of my purchases, as well as the worthlessness of Filley's testimony.

But what shall be said of an *Investigating* Committee who could found charges against any one upon evidence which was proved before them to be false?

Charles M. Elleard, who, as I have before said, was recommended to me by Col. Frank P. Blair, is next made to figure. The Committee say that my suggestion to Elleard that Brady should join him in furnishing two thousand horses, is "corrupt in its tendency and purpose, and prejudicial in the last degree to the public interest." If they had stated what the "purpose" was, I should have nothing to say. Mr. Brady was the President of a Stock Association. Elleard was the proprietor of a race track and large grounds near this city. The number of horses to be furnished was large, and I suggested to Elleard that "he and Brady had better work together," because each with his own peculiar advantages could assist the other, and *serve* instead of *prejudicing* the "public interests."

Again, the Committee strive to make it appear that those horses were all furnished, and the profits in their sale to the Government were all made, at one time. The dealings referred to embraced

several contracts or orders, and extended through a period of two or more months. (See Ellcard's affidavit, Appendix, No. 61.)

As to the $5000 alleged to have been left in my hands for Bowen, I refer to the affidavits of Hahn, Thompson and Bowen for a full explanation of the occurrence and complete refutation of the charge.

I have shown that I had nothing to do with making the Haskell-Rollins contract, although I did send an inspector to inspect the mules, as requested by Major Rollins. (See his letter, Appendix, No. 39.)

The Committee introduce Jno. D. Perry for the purpose of showing, I suppose, that he sold mules to me. Haskell then had his large order to fill, and at that time I did not believe that more mules would soon be needed than he had undertaken to furnish. It is an entire mistake, unintentional, I hope, on the part of Perry, in saying that he sold his mules to me. He sold to Haskell, as the accounts in my office show. The Committee, strangely enough, omit to mention that Perry received $119 each, for his mules!

"Even Holt" could not charge me with any responsibility in the matter of the fortifications at St. Louis. I deem it proper, however, to call attention to a communication on the subject from General Frémont to me, (Appendix, No. 62,) and to state that duplicates of the contracts which I signed, by General Frémont's orders, were immediately forwarded to your office at Washington, as required by the regulation. I thus performed my duty in the premises, and your department was duly informed of my agency in the matter, and the correction, if any was required, could have been applied without the agency of committees.

It is upon evidence of this kind that the Committee, without examining further into a transaction which could have been made as clear as day, found these accusations.

The Committee comment upon an offer made to me by Thomas Hood to furnish picket pins. They do not notice the fact that the offer was made on the *9th of April*, 1861, before the bombardment of Fort Sumpter, and before the President called for volunteers. They knew, but it did not suit their purposes to state, that his offer was one of several made in response to an *advertisement* for proposals. They ignore another fact, too, in evidence before them, viz: That Hood's sample of picket pins had no swivel head, and, consequently, the article was of little value, either intrinsically or with regard to the use for which they were needed—I mean for the cavalry in New Mexico. The bid which was accepted was for a picket pin with a

swivel head, and was worth three or four times the price demanded for the other. All the bids were sent to the Quartermaster General, according to the requirements of law, and no complaint or disapproval of the award was made. The encouragement which the Committee, according to their own report, gave Hood to suppress the truth and state only such matters as would enable them to make an unfounded charge, is disgraceful to them. Mr. Hahn's affidavit, in the Appendix, fully answers the libel.

I will now notice, with all the brevity I can command, some of the most prominent charges, imputations and stealthy inuendoes, indulged in by the War Claim Commissioners. I cannot go much into details without swelling this communication into undue proportion.

Mr. Holt, it will be recollected, was Secretary of War (to use his own language) *towards the close of the late administration.* He takes especial pains to state (p. 14, Report) that I was appointed Q. M. at St. Louis by Secretary Floyd. If there was contamination in my appointment by reason of its source, I have only to say that Mr. Holt, for a long time, stood in the closest relations of confidence and friendship with his predecessor, Secretary Floyd.

The Committee mention my removal and the appointment of Col. Crossman as my successor, and say, "the latter is a gentleman of known purity of life and high reputation as a faithful and efficient officer." The sneaking inuendo contained in this remark clearly exhibits the invidious spirit of the author of the report.

But the Committee would have furnished a solution for the petty malice of the author, if they had stated the fact that the appointment of Col. Crossman as my successor was made by Secretary Holt himself, "towards the close of the late administration!" It may be useful to those charged with the administration of the Government to know something more of the antecedents of Joseph Holt. I, therefore, append a letter which was extensively circulated at the time of its publication through Kentucky and the West. (Appendix No. 63.)

According to the Report of the War Claim Commission, Mr. Fox and Col. Blair, M. C., were the *instrumentalities* to displace Crossman and reinstate myself as Q. M., so that they might have an *available* man, &c. I shall leave those gentlemen to defend themselves against this wanton assault of these Commissioners. But Holt's scurrilous imputations upon myself, in the paragraph above, I repel as false and contemptible.

I was wholly ignorant of Secretary Holt's desire or intention to displace me. He had no cause or reason for doing so. I was

equally ignorant of the efforts made by Col. Blair and Mr. Fox to have me retained on duty here. Mr. Blair never consulted me on the subject, and whatever he did was of his own volition.

These Commissioners, "dressed in a little brief authority," suddenly inflated themselves into vast proportions, and taking a *secret* survey of the universe, assumed to sit in judgment upon the opinions, motives, actions and interests of the rest of mankind. I do not recognize their pretensions, nor do I intend to submit to their unwarrantable assumptions and imputations.

The Commissioners (p. 5, Report) say, "Our investigations, from day to day, have afforded strong and ever multiplying proofs that the administration of the late Q. M. McKinstry was marked by personal favoritism, by a complete indifference to the public interests, and by an unceasing anxiety to fill, at the expense of the nation, the pockets of a clique of men who surrounded him, and, enjoying the uninterrupted *entree* to his office, ever stood between the Government and the honest merchants and mechanics who sought to have dealings with it." This wholesale calumny I denounce as basely false. The words "*our investigations*," &c., imply that the Commissioners had before them credible testimony tending to prove what they assert as established facts. It is not true that credible proofs of the character indicated were made before them. Their legal adviser, in a "storm of passion and profanity," declared, in the dark recesses of this modern inquisition, "*By God! we can't prove anything against McKinstry.*" And later, after their report was made public, one of their own number (Mr. Campbell) declared in this city, "that there was no proof before them implicating Gen. McKinstry."

Honorable men, it seems to me, can have but little respect for the sincerity and manner in which their secret, *ex parte*, *miscalled* investigations were made. All done behind my back, and the poor privilege virtually denied to me of meeting my accusers face to face, for I was ignorant of what was going on in their secret and midnight sessions. To call such a procedure an *investigation* is mockery and shocking to common sense. And, moreover, to decree conviction of guilt for high crimes and misdemeanors, as this trio of modern Neros have done in my case, finds its parallel only in the edicts of a Hastings and a Jeffries.

To give color to their calumny, quoted above, the Commissioners introduce in their report the fortunes of Assistant Quartermaster Dodds, (p. 5). It is left to inference that Capt. Dodds was examined. Of course his evidence, like the rest, is a sealed book to me. I know

nothing of it. The remarks of the Commissioners, however, leave the inference plain enough, that Captain Dodds testimony reflected on my administration of the Quartermaster's Department. Most fortunately, I have it in my power to defend against even this *stab in the dark*. At the time the transactions with which Captain Dodds is associated occurred, he gave, and he has since given, the most substantial evidence of his confidence in my integrity. I received from him the following letters at their respective dates:

EVERETT HOUSE, ST. LOUIS, Sept. 4, 1861.

Brig. Gen. J. MCKINSTRY, *St. Louis.*

SIR:

Being an admirer of your mode of doing business, I most respectfully ask for a place on your staff if you take the "field," and accept any volunteer "aid." Having been present at a meeting in Washington City last week, when *Quartermaster McKinstry* had concealed enemies to fight, in which I claim to have done some execution, I would most gladly meet the enemies of our country under the lead of so gallant a chief. My position now is Assistant Quartermaster, but not assigned for duty, and am anxious to see service under some officer of experience and not a second class politician. Having a practical knowledge of all connected with transportation, horses, mules, wagons, &c., and *some military*, not enough to be more than a good Volunteer Colonel, I submit my claims.

Most respectfully, your obedient servant,

JOS. L. DODDS, *Capt.*,
Q. M. U. S. Vols.

EVERETT HOUSE, ST. LOUIS, Sept. 8, 1861.

Brig. Gen. J. MCKINSTRY, *Q. M. Gen.*

SIR:

Not being in any manner responsible for the attempted interference with your duties by civilians or others, I must protest against being made to bear any of their want of courtesy, and having made myself obnoxious to the outside pressure by siding with the regular bureau and yourself, you will please not assign me for duty into their hands.

Believing I possess the qualifications to discharge the duties of A. Q. M. with credit to myself and the interest of the service, having some practical knowledge of the material from a steamboat down to a gimblet, and having been assigned to the water transportation, I would be glad to receive explicit instructions from you.

Respectfully, your obedient servant,

JOS. L. DODDS, *A. Q. M.*

His path, it seems, was beset (as mine has been) by a set of hungry wolves, watching with stealthy tread to seize the public carcass. Captain Dodds in his extremity appealed to me for protection against them, and sought a position upon my staff. If fraud and corruption held undisputed sway during my administration of the Quartermas-

ter's Department, as the Commission falsely charge, it occurs to me that Capt. Dodds would have manifested his "*unconquerable determination to expose frauds upon the Government*," in some other way than is shown by his letters. This is another instance of the gross injustice of the miscalled *investigations* of the Commission. Now the facts are: Capt. Dodds was assigned to special duty, as will be seen by the order of Gen. Frémont, and was not at any time *in charge of the clothing department*, or acting under my orders. (*Vide* Appendix, No. 64.) This disposes of the pathetic story of the "fortunes of Assistant Quartermaster Dodds," composed by Joseph Holt.

Again, the Commissioners (p. 18) say, that "*the contract for the roofing of Benton Barracks was proved to have been tainted with fraud*," and with the proclivity to garble evidence that has characterized their whole course, the Commissioners leave it to be inferred that the Q. M. was a party to the fraud.

This unfounded charge of fraud, and the manner of its statement, seems to be the crowning effort of the Commissioners. To use their own graphic language, "nothing more shameless appears" in their report. Their assertion is "perfectly naked in the hideousness of its profligacy."

As a cover for their dastardly assault, they lug into their report (p. 19) the *ex parte* statement of one C. H. Pond, a weak, addle-brained fellow. A serious refutation of Pond's statement in this community would scarcely be expected. To "lie like a war bulletin" is his special vocation. The *time* of the occurrence mentioned by Pond is not given, but he bases his statement on information given him by his son-in-law, Clapp. In refutation of the story of Pond in respect to the Barracks frauds, as well as of the examination he speaks of before me, I produce the sworn recantation of his son-in-law, Clapp, and the affidavits of W. R. McCracken and A. B. Ogden. (Appendix, Nos. 65 & 66.)

The statement of the Commissioners that I had a *favorite*, or showed *favoritism*, in awarding the contract for the roofing of Benton Barracks to Mr. Almon Thompson, is positively false. I had but a slight acquaintance with Mr. Thompson, but having become satisfied that he was a responsible man and could command the means to enable him to do the work, and finding, too, that he was the only one of all the bidders who had the material on hand for the roofing, I awarded the contract to him. The price, $3.50, when all the circumstances, and the *time in which the roofing was to be done*,

are taken into consideration, was fair and reasonable. The commanding General deemed the Barracks positively essential to the public service, and required their construction in the shortest possible time. I simply performed my duty, in obedience to orders, by securing the services of a responsible man who had the material on hand to complete the work. The charge that the contract with Thompson was fraudulently awarded, and that it was faithlessly executed, is also false. Opposed to the charges and statements of the Commissioners, I submit the affidavits of A. B. Ogden, the superintendent of the work, and Almon Thompson, the contractor, and also of Messrs. Charles H. Peck, John B. Gibson, Z. T. Knott, Henry Kennedy and John Ramsey, (gentlemen of the first standing in this city,) all of whom state that they thoroughly examined the work, and all of them pronounce it well executed. (Appendix, Nos. 67 to 74.)

The apparently wilful misrepresentation of the Commissioners, in respect to the expense of the quarters hired for General Frémont deserves a passing notice. What they are pleased to call the *palatial residence* of Mrs. Brant, furnished the most suitable and commodious quarters that could be found in this city. The premises were hired at a time when the duties of the Commanding General and his subordinate officers required them to labor early and late, and it was an important desideratum that they should be near each other. It was found, on inquiry, that the same amount of office accommodation, quarters for horses, &c., could not be obtained on better terms than was offered by Mrs. Brant. If the Commissioners had been influenced by any degree of impartial fairness, they would have stated the amount paid by the Government for quarters under General Halleck's administration. Oh no! they could not do this without marring their plans. A reference to the accounts in your office will show that, through the last winter, General Halleck and Staff have been paid for commutation of quarters and fuel, including office rent, sums considerably over the amount I paid for the rent of the "palatial residence!" Facts are stubborn things. "Even Holt" can't get over them with all his rhetoric.

The complaints and imputations of fraud in the matter of railroad transportation, are stated so generally in the Commissioner's report, that it is impossible to say whether or not they include, in their denunciation, any of the payments made by me for this service. The Commissioners show in their report, however, that after General Frémont assumed command here, another officer had chief control

of railroad transportation. So far as relates to my own action in respect to railroad service, and payments on account of it, I was governed by instructions issued from the Quartermaster General's office at Washington.

The instructions include a schedule of rates, which Quartermasters were authorized to pay, and are as follows:

QUARTERMASTER GENERAL'S OFFICE,
WASHINGTON CITY, July 27, 1861.

SIR:

To facilitate the business of this Department, Colonel Thomas A. Scott, General Manager of the War Department for railroads, has prepared a scale of rates which will be allowed for the transportation of troops and supplies over railroads. A copy is herewith enclosed for your information and *guidance*.

Very respectfully, your obedient servant,

M. C. MEIGS,
Quartermaster General.

Major J. MCKINSTRY,
Assistant Quartermaster General, U. S. A., St. Louis, Mo.

MEMORANDUM.

In making settlements with railroad companies for transportation of troops and supplies, please observe the following as a general basis. Per passenger per mile two (2) cents for distance moved. Equipments, munitions and supplies accompanying regiments first-class local rates, which will average about as follows:

30 miles or less		10	cents	per 100 lbs.
50	"	15	"	"
100	"	25	"	"
150	"	40	"	"
200	"	50	"	"
300	"	75	"	"

350 to 400 miles not exceeding 90 cents.

For transportation of horses in small lots, the following are the usual estimated weights of railroad companies:

Single animal	3,000	lbs.
2 animals	4,000	"
3 "	5,000	"
4 "	6,500	"
5 "	8,000	"
6 "	9,000	"
7 "	10,000	"
8 "	11,000	"
9 "	12,000	"

Full car loads, 13 and 14 horses, usually charged 18,000 lbs.

All other supplies forwarded by freight trains all charged local rates, according to classifications of property, which will usually average on provisions and heavy freights two to three cents per ton of 2,000 lbs per mile. Dry goods, clothing and light goods will average three to five cents per ton of 2,000 lbs. per mile.

(Signed,) THOMAS A. SCOTT,
General Manager.

N. B.—Please send table of distances. 1 car 9 tons.

These instructions and schedule of rates were seized with my other papers, books, &c., at the instance of the Commissioners, and, of course, they had them before them. Why were these important papers disregarded and no mention made of them? The answer is obvious.

Although the Commissioners state in their report that steamboat transportation in this department was, by special orders, placed in charge of other parties, yet, with their characteristic proclivity to strike at *me* from every point, they say, (p. 9): "The Quartermaster appears to have given little or no personal attention to this most important branch of the service." Among the abuses they discovered in the steamboat transportation, they instance the chartering of the steamboat *New Sam Gaty*. The Commissioners, it is plain enough, seek to convey the impression that John H. Bowen acted as *agent of steamboat transportation* in the chartering of that boat, and that it occurred during my administration of the Quartermaster's Department. Now, it was in proof before the Commissioners, that Bowen had then ceased to be agent, and that the transaction took place *after* my successor had assumed control of the Quartermaster's Department. Of course I had nothing to do with it.

This is only another instance of *suppressio veri* on the part of the Commissioners. A partial statement of the facts conveys a false impression, whereas the statement of the whole truth conveys a very different impression and acquits me of any fault, for I did nothing in the matter.

In the appendix to this communication you will find affidavits of the principal large dealers of whom I purchased supplies, and also affidavits of other parties, all of which disclose important facts relating to the subjects under consideration. I respectfully ask your attention to these sworn statements. They are the voluntary offerings of men fully cognizant of the facts of which they speak, and it will be found on examination that they utterly *refute* and *repel* the accusations made against me. If it be objected that the testimony furnished by these affidavits is altogether *ex parte*, I answer, true it is *ex parte*, but it is of the same character of testimony that has been heard against me, and it is on *ex parte* testimony alone that all the accusations against me are founded. If I had been allowed to meet my accusers face to face, all objections on either side to *ex parte* evidence would have been obviated.

In this connexion it is fit to further speak of the early course of the unprincipled and reckless men, who, singly and combined, have

been assailing me for months past in the most dastardly manner. The men of whom I now speak were conspicuous and active before the Van Wyck Committee, as well as before the Commission on War Claims. They are the *swift* witnesses who furnished the web and woof of the reports in question. During the month of October last, they resorted to the ingenious contrivance of making some secret *ex parte* representation to the Circuit Court of the United States for Missouri, and obtained an order convening a *special* Grand Jury. By the same process they induced the Government to appoint one of their own number and a member of the "Safety Committee," James O. Brodhead, *special* attorney to conduct the prosecution. The significance of this whole proceeding is developed by the fact that at the beginning of the October Term of the Court, at which the special order above was made, there was a Grand Jury summoned and empanneled in due course. Asa S. Jones, Esq., was the United States District Attorney charged with the duty of conducting all prosecutions on behalf of the Government. It was not until *after* the regular Grand Jury for the Term had disposed of all business before them and been discharged, that the above application was made for a *special* Grand Jury. It is said, but I know not with what truth, that this contrivance of using a Court and Grand Jury for sinister purposes originated with the Van Wyck Committee. Be that as it may, the special Grand Jury was convened, (of course the jurors were ignorant of the sinister purposes they were expected to subserve,) and before them the whole *pack* pursued me, singly and in couples, and exhausted their entire *swearing* capital to induce the finding of an indictment against me for the frauds and malversation in office that are charged and reiterated in the reports of the Committee and Commission. The examination before the Grand Jury was *ex parte*, and this cabal of talebearers, maliciously intent on my destruction, had it all their own way. That tribunal, however, discredited them by *ignoring the bill!* What a commentary upon the conduct and credibility of my accusers!!

It is scarcely necessary to state, what every intelligent man knows, that the criminal acts charged against me by the Committee and Commission, are punishable under the laws of the United States. An *indictment*, by fair means or foul, was the thing deemed all essential to my overthrow. There was a thorough raking over of this whole Department for witnesses and proofs against me, and Pond, Filley, Peay, *et id omne genus*, were examined before the special Grand Jury. The prosecutors, however, missed their aim, for, after a pro-

tracted and patient hearing, the Grand Jury acquitted me of the high crimes and misdemeanors charged against me. This result terminated the chase in that direction.

While I complain, and not without cause, that a Committee of Congress, influenced, as is plain to be seen, by passion and prejudice, (not to mention other and baser influences), have condemned me without a hearing, I have still greater cause of complaint of the course of the Commissioners on War Claims, who, in humble imitation of their prototype, (the Committee), and as if to ape them in the violation of every principle of justice and rule of decency among honorable men, have done the same thing.

It should be borne in mind that the Commissioners acted upon claims growing out of the very transactions that they denounce in unmeasured terms as fraudulent. Two of the Commissioners are reputed to be lawyers, and one of them is dignified with the title of *Judge!* It is but reasonable, therefore, to conclude that they are familiar with at least one maxim of the law:

"Ex dolo malo, non oritur actio."

It is a familiar principle that a right of action or valid claim cannot arise out of fraud. Equally familiar is the rule that fraud avoids a contract *ab initio* both at law and in equity. And will not the course of the Commissioners excite astonishment when the fact is disclosed that they did not reject a *single* claim on the ground of its being fraudulent! Such is the fact, and I am borne out in this statement by the record of their own proceedings, as well as by other and more reliable data, derived from other sources. Any claim tainted with fraud is void *in toto*, and should have been rejected *in toto* for that reason. This is the plain law, and it has its root in sound morals. There is no *half-way* house at which to halt under the rule governing questions of fraud. Yet the Commissioners (as appears by their own report) *allowed* claims involving vast sums that grew out of the very transactions which they themselves declare were fraudulent!

It may be said in extenuation of the inconsistent action of the Commissioners, that they *reduced* some of the claims that they considered fraudulent. It is true they made their own charges of fraud the pretext for reducing some of the claims. But, I apprehend, that they will not be allowed in that way to *quibble* out of the dilemma in which their own inconsistent and unprecedented course has placed them. To undertake to reduce or divide a claim that is fraudulent

in its inception and allow a part of it, is an invention in jurisprudence for which the Commissioners are entitled to letters patent. But in their zeal to keep up the cry of *fraud ,fraud, fraud*, in respect to my official transactions, the Commissioners stultify themselves by doing so. There would have been some consistency and reason in their action if they had candidly and honestly said, that they considered the prices charged for supplies in given cases too high, and that they had cut them down for that reason.

As such a course would involve only a matter of judgment, there could have been no substantial ground of complaint. The familiar *quantum meruit* principle to allow for articles furnished what they are reasonably worth, no one would find fault with.

As already remarked, it involves simply a matter of judgment as to values. It is not only a just but safe rule for all parties concerned —for the Government as well as for individuals. I adopted and applied it in all my transactions not controlled by express agreement.

And, after all, did not the Commissioners themselves follow the same rule, taking their own *action* as the criterion by which to judge them ? The result is not changed simply because they gave a wrong reason for the conclusion they arrived at. The whole matter, as it seems to me, resolves itself into this : The Commissioners, after hearing proofs, considered some of the charges more than the articles furnished were reasonably worth, and they cut down the prices to a reasonable value. This done, they illogically conclude that the claim thus cut down was fraudulent in its inception. This is not an exaggerated or unfair statement of the action of the Commissioners, so far as practical results are concerned.

It would swell this communication into undue proportions were I to attempt to expose *all* the inconsistencies and falsehoods of my traducers. I have, therefore, been content to notice the most conspicuous. There are many other facts not incorporated in this paper, or referred to, which greatly strengthen and confirm all that I have stated in the foregoing pages. Several letters not before specially referred to are annexed, showing the condition of things in Missouri, the emergencies and authority under which I acted, and the efforts I have made to have my transactions inquired into. (Appendix, Nos. 76 to 92.) I have endeavored to present, in a condensed and intelligible form the leading facts connected with my official transactions as Chief Quartermaster of the Western Department, during a period of the most embarrassing exigencies of the army service known in its history. And for the purpose of develop-

ing the leading facts connected with those transactions, and with a view to vindicate my character and conduct from the malicious aspersions that have been so wantonly heaped upon me, I have prepared this communication in connection with the rendering of my final accounts with the Government.

This course, in the present attitude of affairs, appears to me the only one left open to me to obtain even a partial hearing in self-defence.

I adopt it with feelings I cannot trust myself to describe, yet in the hope that I shall receive (as from recollections of the past I feel a right to claim) the consideration of those at least who hold with me the same relations to the Government.

Upon the facts, pure and simple, I rest my vindication; and upon the consideration of them, I cheerfully abide the impartial judgment of all honorable men.

For your convenience in examining into the transactions to which this communication relates, I transmit a printed copy herewith, and conclude with the following *resumé* thereof.

I have shown that, at the inception of the rebellion, a self-constituted "*Safety Committee*," composed of meddling politicians and aspirants for position, stimulated by the desire of *gain*, assumed to interfere with, and attempted to control, the military authorities in the Western Department. The same parties, and their associates, undertook to monopolize the furnishing of supplies for the entire ar my in the West. This is shown by the letters of How, Gurnee, Ben Farrar, and others, in connection with the facts and circumstances which I have brought to your notice.

Of the military officers in the Department, next to the General commanding, I held the most difficult and responsible position. The exigencies of the service, suddenly and beyond all former precedent, swelled the business of the Quartermaster into immense proportions. Requisitions for supplies crowded upon me with such rapidity, and were so varied and large, that now, when I take a calm retrospect of the past, I am only amazed that I was able to discharge the duties and perform the labor that were devolved upon me. It is apparent that the vicious interference with the military, and the effort to monopolize the patronage of the Government, of which I have spoken, were early and especially directed to the Quartermaster's department.

And, because I would not yield to the dictation and unceasing demands of the political and army cormorants, who beset my path, they became hostile to me, and manifested their hostility in the shameless manner I have pointed out. The same meddling influences that rendered the administration of General Harney powerless for good were brought to bear, with redoubled vigor, on me. I have shown that my accusers, for the most part, are the same parties who engaged in the foray against General Harney, and the same who attempted to control and monopolize the Quartermaster's department. As to the criticisms and complaints, in respect to the manner in which I transacted the business of my office, I have shown that I pursued the regulations of the army as far as practicable, in view of the exigencies of the service.

I have exhibited a series of orders issued by the General Commanding which it was my duty to obey, and which show the authority under which I acted whenever I deviated from the army regulations. In addition, I was by law and the regulations referred to entrusted with a large discretion as to the time and mode of purchasing supplies. The letters and instructions I have exhibited, and particularly the authority as well as the approval of the Quartermaster General himself, establish beyond all cavil that my course was fully justified by competent authority.

The statement of the Commissioners on War Claims that the moneys borrowed by the Government from the Banks, and placed in my custody for disbursement, were "loosely entered" in my books, is disproved. A complete abstract *verbatim* of those entries is contained in the Appendix.

The original entries, as they stand in my cash book, will be exhibited to you with this by my cashier; and it will be seen that the entries are full, regular, and in due form. Doubtless, this and other false representations to the President led him to state, (as I am credibly informed he did,) that I had "failed to account for upwards of a million of dollars."

My returns, now on file in the office of the Quartermaster General, account for every cent of money that ever came into my custody. I invite examination and the most rigid criticisms of my accounts. The false suggestion that I refused to render my accounts is refuted by the Exhibits now presented. Instead of delaying or refusing, I was prevented from rendering my accounts by the arrest of myself and clerks, and seizure of my books and papers.

It is made as clear as the noon-day sun in the foregoing pages that no opportunity has ever been afforded me to furnish proofs to repel the accusations against me, nor have I been called on to "explain any account or transaction that might seem to need it." On the contrary, such privileges have been denied to me. Nor has there ever been a fair and impartial examination into my transactions. These facts are established beyond question.

The whole course of the Van Wyck Committee in this department was inquisitorial, partisan, and unfair, and the demoralizing practices of the Committee invited and encouraged false swearing. But not content with this, the Committee garbled portions and suppressed other portions of the evidence heard by them.

The proofs and explanations here given, refute and repel the wholesale accusations and calumnies, in gross and in detail, of this itinerant Congressional Committee.

Next in order it is made to appear that the Commissioners of War Claims followed closely in the footsteps of their predecessors, the Van Wyck Committee, and dealt largely in charging fraud and malversation, without proof on which to found either. The prejudice and personal hostility of their legal adviser, S. T. Glover, are now unmasked. His whole course is marked by prejudice and passion.

The examinations of the Commissioners, as is shown, were secret and partial, and, though instructions were given that I should be invited to "explain any transaction that might seem to need it," no such invitation was ever extended to me. It is apparent that the Commissioners gave loose rein to their passions and prejudices, and indulged in charges of the gravest character, which rest alone on their *ipse dixit*.

I have shown the condition of affairs in this Department during the time I administered the office of Quartermaster. The financial condition and credit of the Government during the time of these transactions are also shown, and in the proper connexion I have brought to view the difficult and embarrassing circumstances that surrounded the operations of the Quartermaster's Department.

It is shown, too, that I exercised proper care, industry, and economy, in all my official transactions, and no loss has happened to the Government.

Thus I have demonstrated that the grave accusations against me were originated by falsehood and ill-will for selfish and malicious purposes.

In conclusion, allow me to say that it has given me no pleasure to review the conduct of my accusers. I have done so from a sense of duty to those who are near and dear to me. If I have expressed myself with some severity, it is because I feel deeply the wrongs and injuries that I have suffered. I trust that some consideration may be given to the trying circumstances under which I have spoken in self-defence.

Very respectfully,

J. McKINSTRY,
Brig.-Gen., U. S. A.

APPENDIX.

[No. 1.]

SPRINGFIELD, Mo., Nov. 8th, 1861.

SIR:

I have the honor to state for the information of the General commanding the 5th Division that the 8th Iowa Infantry had no transportation on the 9th of October, 1861. I had one six mule team which I brought from Jefferson City.

Very respectfully, your obd't serv't,

FRED. STEELE,
Col. 8th Iowa Inf.

T. W. SWEENEY, *A. A. Adj't. Gen.*

[No. 2.]

SPRINGFIELD, Mo., Nov. 8th, 1861.

SIR:

I have the honor to say that no transportation was in possession, October 9th, (at the time the Secretary of War was at Syracuse, Mo.,) of the three companies of regular Cavalry, except four mules belonging to Co. "D," 4th Cavalry; they were brought from Arkansas.

I am, sir, very respectfully, your obd't serv't,

E. W. CRITTENDEN,
Capt. 4th Cavalry, com'ding squadron and half.

Brig. Gen. MCKINSTRY, *Com'ding—present.*

[No. 3.]

SPRINGFIELD, Mo., Nov. 8th, 1861.

SIR:

In reply to your inquiries in regard to the amount of transportation in possession of the regular Cavalry when at Syracuse, I have the honor to state that the only means of transportation then in the command were four mules belonging to "D" company.

Very respectfully, your obd't serv't,

M. J. KELLY,
Lt. Com'ding Co. "C," 4th Cav., U. S. A., and A. A. Qr. Master.

Brig. Gen. MCKINSTRY, *Com'ding 5th Division, Army of the West.*

[No. 4.]

CAMP NEAR SPRINGFIELD, Oct. 8th, 1861.

Major Gen'l McKINSTRY, *Com'ding 5th Division.*

SIR:

I have the honor to state that at the time the Hon. Simon Cameron, Secretary of War, reviewed the troops at Syracuse, this battalion of 1st and 2d Infantry had no transportation whatever.

I am, sir, very truly, your obd't serv't,

KINZIE BATES,
2d Lieut. 1st Infantry, A. A. Q. M.

[No. 5.]

Statement of transportation on hand and in the use of the 1st Reg. Neb. Terr. Vols., on the 2d October, 1861:

23 six mule teams, wagons and harness complete;
2 light wagons, with four horses each, in hospital service;
2 ambulances, two horses each, in hospital service.

I certify the above statement is correct.

LEE P. GILLETTE,
Nov. 8, 1861. *Lieut. and Act. R. Q. M. 1st Neb. Vols.*

[No. 6.]

HEADQUARTERS 7th Reg't Mo. Vols., 2d Brig., 5th Division, Army of the West, Camp near Springfield, Mo., Nov. 9th, 1861.

GENERAL:

In reply to your inquiry "When my regiment was furnished transportation, and the amount?" I state that whilst at Rolla, Mo., I was supplied with 23 six mule teams. Retained them about a week, when, by order of the commanding officer, they were turned over to the Q. M. Dep't. My regiment was then ordered to Jefferson, and from thence to Syracuse, without transportation, other than the Pacific Railroad. At Syracuse, after the review by the Secretary of War and Gen. John C. Frémont, I was furnished with 17 wagons for my regiment; a miscellaneous assortment of two horse, four horse and six mule teams—most of the animals rendered unfit for service for want of shoeing. At this present moment my transportation is reduced to 11 wagons for the entire regiment, the Q. M. Dep't having taken possession of my other teams for the transportation of army supplies.

Respectfully,

JOHN D. STEVENSON,
Col. 7th Reg't Mo. Vols.

Brig. Gen. JUSTUS McKINSTRY,
Comd'g 5th Division, Army of the West.

[No. 7.]

St. Louis, Mo., October 17th, 1861.

Hon. C. Van Wyck, *Chairman Congressional Investigating Committee, Barnum's Hotel, St. Louis:*

Sir—I am told for the first time, this morning, that your Committee are sitting, and have been for some days past, at Barnum's Hotel, in secret session, examining witnesses and taking testimony relative to the contracts, orders and expenditures for the public service by the Quartermaster's department at this place. This is the first time that I, who am the chief clerk of General McKinstry, late Chief Quartermaster of this Department, have been aware of the fact. General McKinstry himself—who is now in the field with the army—so far as I am aware, has been in like manner ignorant of the investigations now going on.

It will be impossible, as I conceive, for your Committee fully to understand the action of the Quartermaster's Department here, without conference with General McKinstry or myself, or examination of papers in this office in connection with such explanations as are needful for the proper understanding of the business transacted here, to do justice either to the public or the late Quartermaster. In the absence of General McKinstry with the army, I am induced to say that I am ready to attend upon your Committee at any time with all papers needful for your examination, and trust that you will, at any time, call upon me, as representing General McKinstry, for any explanations of any transaction which may appear to you to require explanation. All papers and documents in this office will be most cheerfully presented for your examination and inspection. Justice to General McKinstry, and a desire to aid your Committee by every means in my power, has induced me to make this communication.

May I also ask to be permitted to have access to, and a perusal of such testimony as may have been taken by your Committee. This may be very important, in order to enable, if necessary, any needful explanations.

With great respect, I am, sir, your obedient servant.

H. W. G. CLEMENTS.

[No. 8.]

Quartermaster's Office,
St. Louis, Mo., October 19, 1861.

To the Congressional Investigating Committee, Barnum's Hotel:

Gentlemen—I am in receipt of your communication of the 17th instant—through your clerk, Mr. Andrews, addressed to me, in reply to mine of the same date, to your Chairman.

In reply to your inquiries for statistical information respecting horses and mules purchased by this Department, I have the honor to enclose herewith the information desired.

Allow me to remind your Committee that the latter portion of my letter of the 17th instant, has not been noticed by you.

You will pardon me for further saying that I am informed on unquestionable authority that, at the suggestion of some personal enemy of General McKinstry, you are taking testimony which is sought to be used to the personal injury of that officer, and that, too, in his absence, without his knowledge, and with no opportunity afforded him for replying to, or explaining the facts relative thereto.

I cannot refrain from suggesting to you, whether such a course pursued towards an officer absent in the field, in the face of the enemy, is either fair or proper. As a friend of General McKinstry, as the chief clerk of this department, lately under his charge, I here enter my protest against any such secret and inquisitorial investigations, and, in his behalf, demand that he be treated by your Committee in that fair and open manner which it is the right of every officer and citizen to have extended towards him.

I am, gentlemen, very respectfully, your obedient servant,

H. W. G. CLEMENTS.

[No. 9.]

St. Louis, Mo., October 28, 1861.

To the Congressional Investigating Committee, Barnum's Hotel, St. Louis, Mo.:

Gentlemen—I again beg leave to call your attention to the request contained in the last clause of my letter to your Committee, through its Chairman, Mr. Van Wyck, and bearing date the 17th of the present month, wherein is asked, if in the absence of General McKinstry in the field, with the army, you would allow me, his chief clerk in the Quartermaster's department, to have access to, and peruse the testimony, taken before your Committee relative to the Quartermaster's department here, while under charge of that officer. To that request — although your attention was again called to the fact that you had failed to notice it—I have, as yet, received no reply. I, again, respectfully, repeat the request, and that you will, also, send me a reply to the same. I have previously informed you that when a secret investigation upon,—without notice to the party whose doings were the subject of investigation, — something might be made to appear which might seem to need explanation. No man's character, be he whom he may, can be safe against such *ex parte* examinations, and especially where, as I aver has been the case here, such examinations have been, in part, conducted at the instance of personal enemies to General McKinstry, and with the avowed purpose of doing him injury A partial examination upon the subject of an alleged sale of certain animals by one Mr. Peay, to the Government, has caused it to be charged that, in that particular instance, a fraud upon the Government was perpetrated. The evidence is in existence, and can be given before you, proving the entire falsity of that charge. The witnesses to that effect are ready to go before you, and you shall be furnished with them, if you inform me that such testimony will be heard by you. It may be — although I am ignorant on the subject — that other matters may seem to you to need explanation. If such is the case, will you promptly advise me of the fact? I ask this, not simply as a favor, but as a right which cannot justly or equitably be refused to the humblest citizen, and especially requested in favor of one who has been clothed with an important public trust, as was General McKinstry, and who, from the nature of his present duties, has no opportunity of appearing before you in person. While General McKinstry challenges the most searching examination into all of his acts and doings as Quartermaster of this department, he has a right to expect that it will be conducted with fairness, in justice to himself. May I request that you will admit my letters to your Committee, to be placed on the file of its proceedings, and, also, that you will call before you, for examination, Mr. J. S. Pease.

I am, gentlemen, with great respect, your obedient servant,

H. G. W. CLEMENTS.

[No. 10.]

St. Louis, Nov. 23, 1861.

General:

Hon. Judge Holt is ready to begin an examination of your papers. I have suggested that one of your confidential clerks should be present at all times when the Commissioners are examining the matter. Will you designate a person to act for you in such capacity?

Very respectfully, your obd't serv't,

SAM'L R. CURTIS,

Brig. Gen. J. McKinstry, *Arsenal, St. Louis, Mo.* *Brig. Gen., &c.*

[No. 11.]

St. Louis, Nov. 23, 1861.

General:

I have yours of this date, in which you recommend that one of my confidential clerks be present at the examination of my papers, &c., before Judge Holt and his associates.

In reply, I have to state that I have no confidential clerks, and never have had while in the discharge of my official duties. Still, it is important to me that my papers should be properly examined, and I therefore request that my attorney, John M. Krum, Esq., be permitted, in my behalf, to be present at the examination of my papers.

If any examination is made I hope it may be what I have been asking to have done—a full and a fair one.

Respectfully,

Brig. Gen. Curtis, *St. Louis.* J. McKINSTRY.

[No. 12.]

St. Louis, Nov. 23, 1861.

General:

I have just received a message from General McKinstry, requesting me to wait on you with the enclosed letter.

He has communicated to me the substance of his communication to you, and he has requested me to be present at the proposed examination of his official papers. This I am willing to do, and now request that you will inform me when it will be the pleasure of the Commissioners to enter upon the proposed examination. I can attend at any time, either in the morning of the day or in the evening, to suit the convenience of the Commissioners.

Respectfully,

Brig. Gen. S. R. Curtis. JOHN M. KRUM.

[No. 13.]

St. Louis, Dec. 9th, 1861.

To the President:

It is known to you that in the early part of last month, Brig-General J. McKinstry, while on his return with the army from South-west Missouri, was arrested under a military order, emanating, as is alleged, from the War Department. He was immediately transferred to a building within the

walls of the arsenal in this city, where he has been held ever since, restrained of his liberty by military authority. It is also known to you, no doubt, that General McKinstry, within a few days after his arrest, addressed a respectful communication through the proper channel, to the Secretary of War, asking to be informed of the grounds of his arrest, imprisonment, &c. Up to the present time he has received no reply to his communication.

About a week ago a paragraph appeared in the newspapers, to the effect that charges had been preferred against General McKinstry, and that a court martial had been ordered. Acting on the presumption that inasmuch as he had been summarily arrested and subjected to the indignity of imprisonment, he would have early opportunity of vindicating his honor in due course of law, and in anticipation of a trial, he retained me as his counsel. Although I stand in this relation to General McKinstry, it is proper for me to say that I do not write this communication at his instance, nor as his counsel—I am prompted to it by other considerations.

There are peculiar circumstances attending the arrest and imprisonment of General McKinstry that savor of persecution, and of an attempt to visit *punishment* upon him before conviction of any offence. Nearly four weeks have elapsed since his arrest and imprisonment, yet he is kept in ignorance of the cause of his arrest, and no charges (so far as he knows) have been preferred against him. He is kept under military surveillance and duress. He is not even allowed the privilege of visiting his wife and children, living in this city.

The very stringent and unusual course pursued by the Government towards General McKinstry, is the subject of frequent comment and severe criticism, here and elsewhere. I deem it due to your Administration and to yourself, that you should be informed of the facts I have stated.

If there has been abuse of authority practiced in this matter, I am confident that you, as commander-in-chief of the army, will apply the proper corrective, and that you will not allow the imprisonment of an officer to assume the form of *punishment* before conviction.

The friends of General McKinstry are ready (if the Government will allow it to be done) to give bonds for his appearance to answer before any court or tribunal, civil or military, in any sum that may be required. Why may not this be done?

I respectfully solicit your attention to the matter of this communication, and remain,

Your obedient servant,

JOHN M. KRUM.

[No. 14.]

MONDAY, Dec. 23, 1861.

GENTLEMEN:

I have been informed by your Secretary that you contemplate taking a recess of a week or more. As counsel for General McKinstry I feel it my duty to call your especial attention, before you separate, to his papers, pertaining to him as late Quartermaster of the Western Department. I cannot speak of my own knowledge, (for I have only glanced over a portion of the papers,) but General McKinstry informs me that there are among his papers a great number of receipts, vouchers, and other written evidence of disbursements of public moneys made by him while acting as Quartermaster, involving very large sums—possibly

a million of dollars in the aggregate. Those receipts and vouchers are essential to him in rendering his account to the proper Department of the Government, and their loss would involve him and his securities in great difficulty. Valuable papers of the kind referred to ought not to be subjected to the handling of indifferent parties in the absence of their proper owner or custodian. As practical business men you cannot shut your eyes to the danger of loss and inconvenience to which General McKinstry is exposed. The seizure of his books and papers has prevented him from rendering his accounts to the proper Department at Washington; and notwithstanding this and the imprisonment of himself he has been ordered to render his accounts, with the proper vouchers, &c. In view of these facts, I respectfully but most earnestly request that you will restore to the custody of General McKinstry all papers that have a pecuniary value to him, and all others that you do not need in the course of your investigations. General McKinstry has never denied access to his official papers, or any information in his power to give, touching his official transactions; and I am authorized to say that his books and papers may be examined at any time, by any one representing the Government. There is nothing touching the official conduct of General McKinstry that he wishes to withhold or conceal; and, while he scorns the vile conspirators who have attempted to defame and ruin him, he does not believe that the Government which he has served so long and so faithfully will lend itself to their machinations.

Hoping to receive a favorable response to my request, I remain,

Very respectfully,

To Messrs. HOLT, DAVIS, CAMPBELL. JOHN M. KRUM.

[No. 15.]

ST. LOUIS, December 23, 1861.

Hon. JOHN M. KRUM:

DEAR SIR—Your note of this day is just received. We did not order the seizure of General McKinstry's papers. The Government did. It is for the Government to decide on all questions growing out of their seizure.

Mr. Glover is the counsel of the Government for our Commission. Whether he has authority to do what you desire, you can readily ascertain by application to him. We respectfully refer you to Mr. Glover.

Yours, most truly,

DAVID DAVIS,
HUGH CAMPBELL.

[*Memorandum by John M. Krum.*]

On the 18th Dec., Mr. Glover notified me that he was ready to open the books and papers of Gen. McKinstry. I went with him to the room where they were, but we could not get in. The next day the room was opened by the Provost Marshal and Mr. Glover. Mr. Hopkins and myself worked at the papers about three hours. The next day Mr. Hopkins and Mr. Widgery worked an hour or two, when Mr. Hopkins was called away to attend the Commissioners of Claims, and nothing further was done in regard to the books and papers until after the following correspondence between Mr. Glover and myself.

[No. 16.]

St. Louis, December 24, 1861.

Hon. John M. Krum :

Sir — I have been requested by the honorable Commissioners for Investigation of Claims originating against the Western Department, prior to October 14, 1861, to make an examination of the books and papers of General McKinstry, late Quartermaster of this place. The labors of the Commission, which closed temporarily yesterday, have been such as to prevent me from entering upon that duty, fully, till this morning. I am now ready to go with you and look into the papers, in your presence, as was proposed, and partially begun, some days since; or, if not convenient to do so now, I will attend you at your convenience. Hoping you will name an early day,

I remain, very respectfully,

S. T. GLOVER.

[No. 17.]

St. Louis, Dec. 24th, 1861.

S. T. Glover, Esq., *Attorney for the United States.*

Sir :

I have your note of this morning, requesting me to be present at the examination of the books and papers of Gen. McKinstry, late Quartermaster of the Western Department.

When I consented a few weeks ago to be present at the examination of those books and papers, I supposed that some account of them had been taken when they were seized, and that they were under the control of the Commissioners, Messrs. Holt, Davis and Campbell, and that such papers as were not needed to assist them in their investigations would be restored to Gen. McKinstry.

On the 19th inst., when the room was opened, I learned from Gen. Curtis and the officer who executed his order for the seizure of the books and papers, that no account of them whatever had been taken, and they do not profess to know what they seized. And on yesterday the Commissioners informed me that they had no control whatever of those books and papers; and you stated to me verbally that you had none, except that you considered that you were authorized by the Government to examine them, and to retain such as you might deem necessary for the purposes for which you were employed, &c.

Finding such to be the condition of things, and no one appearing to be in charge of the books and papers that were seized, responsible for their safe keeping or restoration, I hesitated, when I received your note, as to the propriety of my having anything to do with the proposed examination. On further reflection I have now to state that I am willing to be present, provided a schedule or list be made of the books and papers we examine.

And for this purpose I will meet you at the room, with a competent clerk (Mr. Widgery) to assist, at nine o'clock, Thursday morning, 26th inst.

Respectfully,

JOHN M. KRUM.

[No. 18.]

St. Louis Arsenal, January 2d, 1862.

Sir:

On the 13th November last I was ordered under arrest, and have ever since been held in confinement at this post.

Immediately after my arrest I addressed a respectful communication to the Adjutant General, asking that I might be informed of the accusations against me, and that I might have the benefit of a trial by court martial. More than six weeks have elapsed since I addressed that communication to the Adjutant General, yet I have not, up to this time, been informed of the accusations or grounds upon which the order for my arrest was made.

Very recently it has come to my knowledge that a committee of Congress, generally known as the *"Investigating Committee,"* of which H. C. Van Wyck is chairman, made a report, in which serious imputations are cast upon my conduct while acting as Quartermaster of the Department of the West; and said committee accuse me, in varied forms, of malversation in office while discharging the duties of such Quartermaster.

I now respectfully ask that a court of inquiry may be ordered to examine into the imputations and accusations of said committee against me; and further, (if it shall be deemed for the interest of the public service,) to examine and inquire generally into my conduct, and the manner in which I discharged the duties of Quartermaster at St. Louis.

I am, respectfully,

J. McKINSTRY,

Brig. Gen. and Q. M.

To Brig. Gen. L. Thomas, *Adj't. Gen. U. S. A.*

[No. 19.]

St. Louis, Mo., January 9th, 1862.

To the President:

On the 9th of December I addressed a letter to you on the subject of General McKinstry's arrest and imprisonment. That my letter received proper attention I have assurance from Hon. Reverdy Johnson. Since then, a committee of Congress has made a report by which imputations and aspersions, of the most serious character, have been cast upon the honor and character of General McKinstry.

As soon as the report referred to came to his knowledge, he addressed a communication to the Adjutant General, asking for a court of inquiry. A copy of his letter is enclosed herewith.

The circumstances attending the arrest and imprisonment of Gen. McKinstry are so very unusual and altogether without precedent in the history of military or civil affairs, that I hope you will pardon me for addressing you directly, as the head of the army and the nation, again on the subject.

A great wrong has been done General McKinstry, and if the military authorities were either misled or imposed upon when orders were issued against General McKinstry, it now devolves upon the same authorities to make the only reparation in their power by giving the accused an opportunity to vindicate his conduct and character before a court of inquiry.

As a matter of simple justice I ask of you to see that this is done. I also ask that the limits of arrest of General McKinstry may be extended to the city of St. Louis, for the following reasons:

First—No charges have been made against him, and it is therefore fair to presume that he is not held in his present confined limits for any alleged offence.

Second—The Government, by holding General McKinstry in his present limits at the Arsenal, and withholding his books and papers, prevents him from rendering his accounts as Quartermaster.

I speak of what I know, and earnestly appeal to you to see that even-handed justice be meted out to an injured man and officer.

I am, respectfully, your obedient servant,

JOHN M. KRUM.

[No. 20.]

HEADQUARTERS WESTERN DEPARTMENT,
ST. LOUIS, July 29, 1861.

SIR:

The Commanding General directs that you be prepared to supply, with the least possible delay, clothing and camp and garrison equipage for twenty-three regiments of Infantry, three regiments of Cavalry, and one regiment of Artillery. It is the wish of the General to have these supplies at command during the next fortnight, and he directs that you ascertain by telegraph what can be obtained from the East, the balance you will have made.

Very respectfully, your obedient servant,

JOHN C. KELTON,
Ass't. Adj't. Gen'l.

Major J. MCKINSTRY, *A. Q. M.*

[No. 21.]

HEADQUARTERS, ST. LOUIS, July 29, 1861.

Major J. MCKINSTRY, *Q. M. U. S. A.*

I am directed by General Frémont to say that he wishes you to purchase Cavalry equipments up to five hundred, if that number can be had, to-morrow. If not the full amount of five hundred, then all that can be had.

Respectfully yours,

I. C. WOODS.

[No. 22.]

By Telegraph from
FORT MADISON, August 6, 1861.

J. MCKINSTRY, *A. Q. M.*

Your dispatch found me in Missouri. This noon, sharp skirmish at Athens; three Union killed, eleven wounded; six rebels found dead, nine wounded on the ground. Colonel Moore commanding Union; Colonel Green, rebels. Rebels thoroughly routed; particulars by mail. Fifth and Sixth Regiments have blankets, cartridge boxes, cap-pouches, belts and gun slings. No guns, knapsacks, haversacks, canteens, tents or good clothing. Can and will you furnish them at St. Louis? When and how shall I move? The Fifth is ready at one hour's notice, as above conditioned.

W. H. WORTHINGTON,
Colonel 5th I. V.

[No. 23.]

HEADQUARTERS, ST. LOUIS, August 6, 1861.

Major J. MCKINSTRY, *Q. M. U. S. A.*

Can you procure in town, two hundred uniforms, complete, for companies A and B, pioneers, now on board Empress? If so, equip them to-day. Grey or blue shirts and pantaloons preferable; socks, shoes and felt hats.

Did you order the five thousand felt hats in New York, now there for me?

Respectfully, J. C. FREMONT,
Maj. Gen. Commanding.

[No. 24.]

HEADQUARTERS, WESTERN DEPARTMENT,
August 20, 1861.

Major J. MCKINSTRY, *Q. M. U. S. A.*

The accompanying requisition is for the clothing of a regiment of Home Guards, at Jefferson City. The Colonel (McClung) is represented by Captain Murphy, who takes this note. There is also a regiment of Home Guards at Rolla, the requisition for which is lying on my table, to go presently to you; and also, for a battalion at Clark county, and a battalion somewhere else, and a large requisition for Ironton, which Captain Turnley made out yesterday, making, in all, clothing for some six thousand men, which the General desires you to have purchased in the city, and made ready to forward at once, under charge of officers, to be turned over and distributed at the points of destination. Will send the other requisitions shortly.

Respectfully, I. C. WOODS,
Secretary.

[No. 25.]

HEADQUARTERS WESTERN DEPARTMENT,
August 21, 1861.

To Major J. MCKINSTRY, *Q. M. U. S. A.*

The General Commanding consents that you order the 1,000 grey pantaloons, 1,000 jackets, of which Lieutenant McGibbon has this day brought and shown a sample at Headquarters, if the prices are not more than you are paying for same quality of material.

Respectfully, J. C. WOODS,
Secretary.

[No. 26.]

HEADQUARTERS WESTERN DEPARTMENT,
ST. LOUIS, MO., August 27, 1861.

SIR:

The Commanding General directs that you purchase and furnish for the second Kansas regiment, 500 pants, 500 jackets, 125 common tents, and 30 wall tents.

Very respectfully.
Your obedient servant,
J. C. KELTON,
Asst. Adj. Gen.

Major J. MCKINSTRY, *A. Q. M., St. Louis.*

[No. 27.]

HEADQUARTERS WESTERN DEPARTMENT,
September 4, 1861.

GENERAL:

The movement of troops here is already beginning to be embarrassed by the scanty means for transportation, and in reference to future operations it is clear that there is no time to be lost in making immediate preparation. I, therefore, desire you to contract, with the least possible delay, for not less than one thousand wagons, to be required so soon as the plans for the carrying on of the war shape themselves more definitely.

I prefer, for this Department, the lighter built Concord fashioned wagon to the heavy Pennsylvania style of wagon generally used in the East. Mules for the above should, at some time, be provided.

J. C. FREMONT,
Maj. Gen. Commanding.

Brig. Gen. McKINSTRY, *Quartermaster, &c.*

[No. 28.]

ASSISTANT QUARTERMASTER GENERAL'S OFFICE,
WESTERN DEPARTMENT, ST. LOUIS, MO., Sept. 16, 1861.

[*Confidential.*]

CAPTAIN:

Transportation is required at Jefferson City sufficient to move fifteen thousand men. You will take *immediate* steps to find out what amount of transportation can be procured at Jefferson City, and also what amount can be sent from this city. Use the telegraph and whatever other means you can to expedite the matter. Transportation will also be required for moving ten thousand men from Rolla.

These matters must be attended to *promptly*. Make your report to me with as little delay as practicable.

Very respectfully, your obedient servant,

J. McKINSTRY,
Brig. Gen. and Q. M.

Captain BRADSHAW,
A. Q. M., U. S. A., St. Louis.

[No. 29.]

By Telegraph from
CINCINNATI, August 5, 1861.

Maj. McKINSTRY, *A. Q. M.*

I have no tents except what I am having made. I will have twenty regiments to supply in the next two weeks, and can't spare what you want.

JNO. H. DICKENSON,
Captain and A. Q. M.

[No. 30.]

By Telegraph from
Chicago, August 6, 1861.

Maj. McKinstry, *A. Q. M.*

Dispatch received. I sent you one hundred (100) tents to-day. There are no more here entirely ready. May be one hundred (100) more ready to-morrow.

P. T. TURNLEY.

[No. 31.]

Major McKinstry:

Dear Major—If you buy any more horses, I wish you to give Jim Neal a fair chance. He is a personal friend of mine, and a sound Union man. By employing Neal you will confer a great favor.

(Signed) FRANK P. BLAIR, Jr.,
Col. 1st Reg. M. V.

[No. 32.]

Dear Major:

John H. Bowen is, and has been, *all right*, and I shall be glad if you can do him a favor consistently with the public interests. I mean everything I say in this short note.

Your friend,
FRANK P. BLAIR, Jr.,
Col. 1st Reg. M. V.

St. Louis Arsenal, May 21, 1861.

[No. 33.]

Major McKinstry:

I wish you would buy wagons from Espenscheid & Kearn, German wagon-makers. They are Union men. Murphy & Verdin are both secessionists. I wish you would not buy from them; it is injurious to you and to the cause.

Yours,
FRANK P. BLAIR, Jr.

St. Louis Arsenal, August 17, 1861.

[No. 34.]

Major McKinstry:

Dear Major—I shall be much obliged to you if you can give Mr. Aleck Peterson a contract for buying horses. He is a good friend of mine, a firm Union man, and I should be glad to serve him.

Yours,
FRANK P. BLAIR, Jr.

Tuesday, August 27, 1861.

[No. 35.]

St. Louis, September 6, 1861.

General McKinstry, *Qr. Mr.*

General—This will introduce Colonel Bogy, of Ste. Genevieve, a good Union man, who finds himself surrounded by unpleasant circumstances at home. The Colonel is desirous of obtaining a contract for the purchase of horses. If you can aid his wishes you will confer a favor on me. The Colonel is a member of the Convention. His business has been entirely destroyed, and it would be laying a special obligation on me to give him a contract.

Respectfully,

FRANK P. BLAIR, Jr.

[No. 36.]

General McKinstry:

General—Mr. B. Gishard is the party of whom I spoke to you, and of whom I sent you a message by Charley Elleard. He wants to furnish some horses to the Government. See that he is attended to.

Yours, &c.,

FRANK P. BLAIR, Jr.

September 11, 1861.

[No. 37.]

Office of Assistant Treasurer, U. S.
St. Louis, Mo., May 29, 1861.

Dear Judge:

Our friends here are complaining, and, I believe, not without reason, that the Government patronage at this point is all thrown into the hands of, and for the benefit of, our enemies, the secessionists. No one doubts that our friends among the mercantile community, can, and will, sell to the Government all manner of goods on terms as favorable to the Government as any traitor, yet it seems that the disbursing officers hereabouts have a most decided preference for patronizing our enemies. This thing should not be permitted. I am anxious to see the Government administered on the most economic plan; but, to gain that object, is it necessary that our friends should be excluded, and traitors employed to subsist the army, and fatten on its profits? Yes, and probably subscribe some of those very profits to Jeff. Davis' army.

The Government purchases must always be to the advantage of somebody, and friends rather than enemies should be preferred.

Major McKinstry, the Acting Quartermaster at this place, should have a leave of absence, or some other leave.

Captain Kelton, who acts here as Commissary of Subsistence, successor to Major Waggaman, who introduced him on resigning, is known only to our enemies, on whom he is said to shower patronage, and for details I refer you to an article in Democrat of to-day. I learn that Saml. Simmons is an applicant for that post, made vacant by the resignation of Major Waggaman, and I regard it as a matter of the utmost importance that he should be appointed, and that it be done immediately.

Can't you have Gen. Harney sent away from here? If he remains here much longer we shall be compelled a second time to conquer a peace in Missouri. Can't a division of the army be made for him, embracing Utah and the Indians?

Very truly yours,

(Signed) BEN. FARRAR.

Hon. M. BLAIR, *P. M. G., Washington.*

[No. 38.]

ST. LOUIS, July 15, 1861.

DEAR FRANK:

I write you now in behalf of my brother John, to get you to help him in getting a contract for furnishing the army with horses. He is about *busted* up financially, and is very much in need of something of the kind to help him through.

Some of our friends here have had contracts and done pretty well. A word or two from you, in a way that you well know how to put, will go far with McKinstry towards putting him in favor, and enable him to get some or a portion of the contracts for mules and horses about to be offered. It is the more necessary to have something of the kind from you to McKinstry, as I fear he is prejudiced against me by reason of my letter to the Judge, which fell into his hands. He may be inclined to discriminate against John. I do wish you would write a few lines to McKinstry to help John in that matter. If you know any other way to help him to a contract, by orders direct from the Department or otherwise, put him on it. I know I am bothering you in these matters, and I feel so, for I remember my own obligations to you—yet it is the way of the world. Do them a favor and they want another.

The contracts must be let and somebody will get the profits, and certainly no one deserves more than John, or has been a more steadfast friend of the party. If you can find occasion to give this matter some attention you will very much oblige,

Your friend,

BEN. FARRAR.

(*Endorsement.*)

GEN. MEIGS: If you want horses in Missouri, I most cordially recommend Mr. Farrar to purchase them for you.

FRANK P. BLAIR, JR.

(*Endorsement.*)

Referred to Major McKinstry, A. Q. M., and the writer so informed.

M. C. MEIGS,
Quartermaster General.

[No. 39.]

PLANTERS' HOUSE, September 17, 1861.

Gen. J. MCKINSTRY:

DEAR SIR—I have just received a telegraphic dispatch that I had 230 mules at Jefferson City, ready for inspection.

I would be much obliged to you if you would give me an order to your inspectors authorizing one of them to go up, by to-morrow morning's train, and attend to the business. If I had the order, I will engage to see the inspectors to-night,

or very early in the morning, and in time for the train. Allow me to suggest that if your present inspectors are so engaged that their services are needed here, I have no doubt Mr. Abrams, the *white-bearded* gentleman, who has been in your service, would go up, and the order might be directed to him, and in which case I will see *him*. If I should not see you in person, I will call again at your residence to-night, when I can get the order. I am thus explicit because I desire to meet promptly my engagements with the Government through Mr. Haskell.

I am, very respectfully, your obedient servant,

JAMES S. ROLLINS.

[No. 40.]

JEFFERSON CITY, September 16, 1861.

Major Gen'l. FREMONT:

DEAR SIR—Col. Jeff. C. Davis informs me he wants a large number of mules and horses *here*. I can buy 150 choice mules here, and save the trouble and expense to St. Louis, and they shall not cost the Government more than they are now paying for choice mules.

Telegraph me, or write me, immediately, and I will buy them and deliver them here to Col. Davis in forty-eight hours.

Very truly yours,

THOS. L. PRICE.

I spoke to General McKinstry in St. Louis, and he promised me refusal to buy here.

[No. 41.]

(*Telegram.*)

JEFFERSON CITY, Sept. 16, 1861.

Major General FREMONT:

Col. Jeff. C. Davis informs me he wants mules and horses here. I can buy 150 choice mules here immediately if you will give me authority, and they shall not cost the Government more than they are paying.

Give me contract by telegraph immediately and I will secure them. Gen. McKinstry referred me to you.

THOS. L. PRICE.

[No. 42.]

JEFFERSON CITY, Sept. 16th, 1861.

General MCKINSTRY, *Quartermaster, St. Louis:*

DEAR SIR—I can buy you 150 choice mules in 48 hours for this post, and Col. Davis informs me he wants a large number *here*, immediately, and has made his requisition for them.

If you will write me or telegraph me to buy them, they shall not cost the Government more than you are paying for such mules.

You remember I spoke to you and Gen. Frémont, and you promised me the refusal.

Very truly,

THOS. L. PRICE.

[No. 44.]

OFFICE QUARTERMASTER GENERAL, Western Department,
ST. LOUIS, 18th September, 1861.

SIR:

You will please proceed to Jefferson City, by morning train of the Pacific railroad, to inspect a collection of *mules*, belonging to Major James S. Rollins, and to be furnished the United States Government by Mr. L. Haskell.

J. McKINSTRY,
A. Qr. Mr. Gen'l.

To Mr. BLAKELY.

[No. 45.]

STATE OF MICHIGAN, Wayne County. } *ss.*

Samuel P. Brady, of Detroit, in said county, being duly sworn, says that he is a forwarding and commission merchant, and has been for the last twelve years, doing business in said city. That, prior to his engaging in the same, he had been for the greater part of his life since manhood a merchant, some of the time as Sutler in the U. S. Army, at various posts. That from this fact, and the experience thus acquired of the necessities of an army, and the goods and supplies requisite for military service, as well as from his military connections in the U. S. Army and extensive acquaintance with its officers of every grade, deponent has been regarded by others as having knowledge of army wants, and as an expert in military goods and supplies, under the Army Regulations of the United States. That deponent is well acquainted with General Justus McKinstry, and has been ever since the General's boyhood, when he knew him in Detroit. That he has seen him often since he became an officer of the army, and known him well; and that deponent has ever regarded said General McKinstry as one of the highest toned, most honorable and gallant officers in the service. That some time last summer, about the time of General McKinstry's assumption of the Quartermaster Generalship at St. Louis, deponent received a request from him to ascertain and advise him the prices of certain goods, not then procurable in the market of St. Louis, which were wanted in his Department. That General McKinstry knew deponent's familiarity with such matters, not only for the reasons above given, but by reason of deponent's extensive experience in the purchase and furnishing of supplies for the Lake Superior Mining Companies, as well as for the general trade of that country; and that he made such requests because of deponent's knowledge, and because he believed that deponent would act faithfully and scrupulously for the best interests of the U. S. Government in any matter with which he might be entrusted. That deponent, in compliance with said request, availed himself of a wide acquaintance in the Eastern cities to procure, from time to time, the best information of the state of the markets, and communicated the same to General McKinstry. That, at that gentleman's request, deponent went to St. Louis, to aid him by the purchase of articles not readily obtained in the St. Louis market.

And deponent further says, that he engaged in the purchase for Government of certain kinds of army supplies, with which he was familiar, which he furnished for a moderate profit, no greater than deponent would have charged in any other trade with individuals or corporations, and in many instances at a *lower rate*,

and of a *better quality*, than goods of similar kinds offered by resident wholesale merchants of St. Louis. That he so purchased supplies, not as agent for the Government, or for General McKinstry, but in his capacity as a merchant. That deponent was, if possible, more scrupulously careful in his transactions with General McKinstry on account of their friendly personal relations.

And deponent further says, that General McKinstry had no share or interest in any of deponent's transactions with the U. S. Government, (or with General McKinstry for the Government,) nor in any of the profits thereof; and that General McKinstry had no understanding, express or implied, with deponent, directly or indirectly, whatever, that deponent should pay to or divide with him, or with any relative of his, any profit or interest in any contract or transaction which deponent had or might have with the United States, or its Quartermaster General, the said McKinstry. And, further, that no sum of money, article or thing was ever paid or given to said General McKinstry, or to any relative of his by deponent, or any agent, relative or attorney for him, on account of any transaction or contract in General McKinstry's Department between him (or the United States through him) and this deponent.

And this deponent further says, that in his opinion no other man paid General McKinstry, or divided with him, any profit in any contract or transaction with the Government in said Department, or any bonus or *douceur* for awarding any Government contract, either directly or indirectly; and, further, that in his opinion no man who knew General McKinstry *dare approach him* with even an intimation that he would like to suggest such a thing to him.

And this deponent further says, that he has had more than ordinary opportunities for observation in regard to the management of the office of Quartermaster, having been raised in a garrison, and lived in direct intercourse with the army during the better half of his life. That deponent therefore feels competent to speak on the subject, and that he can and does say, without reserve or qualification, that in view of the magnitude of the business necessary to be done in the extraordinary exigency of the time, the service could not have been better performed by any human being.

That nothing, in deponent's opinion, but patriotism, and the sternest sense of duty, with the most resolute determination to do it fully, could have borne up General McKinstry in his ceaseless devotion to the stupendous labors of his double office of Quartermaster General and Provost Marshal, by day and by night, under the most peculiar and critical circumstances.

(Signed) S. P. BRADY

Sworn to and subscribed before me this 9th day of May, 1862, at Detroit, in said county.

ALLEN SHELDON,
Notary Public, Wayne County, Michigan.

The undersigned are well acquainted, and have been for many years, with Samuel P. Brady, whose name is subscribed to the foregoing deposition, and know him to be a gentleman of the highest character for strict integrity and truth.

(Signed,) ROSS WILKINS,
LEWIS CASS.

Detroit, May 9th, 1862.

[No. 46.]

STATE OF MISSOURI, } ss.
County of St. Louis, }

Simon Mandlebaum, being duly sworn, says: During the summer and fall of 1861, I was in the employ of S. P. Brady, Esq., of Detroit, Michigan. He contemplated the furnishing of goods and supplies to the Government at St. Louis, if he could obtain orders from the Quartermaster. With this view he requested me to visit some of the large cities, and ascertain the market prices of such goods as are usually purchased by Quartermasters for the Government.

I complied with Mr. Brady's request and ascertained the market prices of such goods. Mr. Brady also telegraphed, in some instances, to his acquaintances East to ascertain the market prices of such goods. The prices or values thus obtained were furnished by Mr. Brady to General McKinstry, and in most instances that Mr. Brady furnished goods to the Government at St. Louis, while General McKinstry was acting as Quartermaster, the latter knew the prices of the goods at the time they were furnished. I made the purchases for Mr. Brady, and his instructions to me were to buy the best quality of goods, which I invariably did.

I further state that, of the whole quantity of goods furnished by Mr. Brady to the Government, amounting to about $260,000 in the aggregate, only about one-half of the whole amount was furnished under the administration of General McKinstry of the Quartermaster's Department at St. Louis. The remainder of the goods furnished by Mr. Brady, were furnished to Quartermasters Allen and Rankin.

SIMON MANDLEBAUM.

Subscribed and sworn to before me, this 1st day of ay, 1862.

In witness whereof, I have hereto set my hand and notarial seal, this day and year last above written.

(Signed,) LEOPOLD WOLFF,
Notary Public.

[No. 48.]

ST. LOUIS, August 19, 1861.

Major General JOHN C. FREMONT,
Commanding Department of the West:

SIR—Referring to the conversation had with you some three weeks ago, by one of the undersigned, (Mr. Gurnee,) in relation to army supplies, and to what extent such supplies could be furnished at Chicago, with the promptitude required for the fitting out of an army, we have to say that Mr. Gurnee, having conferred with the principal manufacturers of Chicago, returned to this city prepared to give satisfactory answers. But learning here that St. Louis claimed a portion of the work, he proposed to his associate in their communication (Mr. John How) to unite in this proposition, with the understanding that the goods should, as far as practicable, be manufactured in Chicago and St. Louis, and in equal proportions.

They now make out and submit to the Commanding General the following propositions:

First. They will furnish, and deliver at any depot or office in Chicago or St. Louis, the goods manufactured in the respective cities, as follows:

20,000 coats or jackets	at rate of	1,500	per	week.
20,000 pairs pants	"	"	1,500	"	"
20,000 drawers	"	"	1,500	"	"
40,000 flannel shirts	"	"	3,000	"	"
70,000 pairs socks	"	"	5,000	"	"
15,000 overcoats	"	"	1,000	"	"
35,000 pairs bootees or shoes, for Infantry	"	"	1,500	"	"
5,000 Cavalry boots	"	"	400	"	"
19,000 caps or felt hats	"	"	2,000	"	"
15,000 knapsacks	"	"	2,000	"	"
15,000 haversacks	"	"	2,000	"	"
15,000 canteens	"	"	2,000	"	"
2,000 horse equipments	"	"	200	"	"

All the supplies furnished shall correspond to the patterns and samples now being made for Government, (unless changed by your order,) and the price to be the same at which contracts are now being filled in the principal depots of the Quartermaster's Department for the United States, with allowance to us when superior articles are required; and deductions if inferior are delivered, we to be notified at the time, if deductions are claimed.

We will commence the delivery of the goods within twenty days after the signing of the contract, and will, as far as practicable, increase the delivery and even the amount of goods when required by your Department.

An early answer is respectfully requested, as the time is short within which to supply the Army of the West and have them prepared for the coming winter.

JOHN HOW,
W. S. GURNEE.

I recommend this proposal for contract to Major McKinstry.

J. C. FREMONT,
Maj. Gen. Commanding.

[No. 49.]

OFFICE OF QUARTERMASTER U. S. A.
ST. LOUIS, Aug. 25, 1861.

Hon. JOHN HOW:

SIR—I have the honor to acknowledge the receipt at your hands of a proposition, over your signature and that of W. S. Gurnee, of Chicago, addressed to Major General Frémont, commanding Western Department, offering upon certain terms to enter into a contract to furnish the Quartermaster's Department with certain articles of supplies, pertaining to the equipment of the forces now being organized in this city.

The Commanding General has referred your proposition to me. A reference from so high a source makes it an imperative duty on my part to give my reasons in detail for declining your proposition.

They are as follows: The acceptance of your proposition would involve the expenditure of at least three fourths of a million of dollars—an enormous amount of money to be expended for a public object, without throwing open the door to public competition. The business community just now is in that state of inactivity where it anticipates and attempts to seize hold of every opportunity

to obtain employment for both muscle, and machinery and capital, and it naturally turns to the War Department of the Government for that relief which it fails to find among civil affairs. This being the case, this Department will be constantly the object of scrutiny and criticism, by those most interested in being made aware of the wants of the Government; and the expenditure of so considerable a sum, without public competition, even if perfectly innocent in itself, (of which there might be some slight question,) would provoke unkind and bitter feelings, slanderous remarks and publications, and such trouble as you and I have both witnessed more than once in relation to Government contracts.

Neither I, nor any other officer of the Government, be his position or rank what it may, has strength enough to stand before the people on such a record, and hope to escape the most virulent charges of fraud and corruption. At all events, I do not intend to try the experiment, at least until ordered to do so by the Government, whose agent I am.

Let me say, sir, in conclusion, that of course nothing contained in this letter was intended as any reflection or criticism upon your motives, or those of Mr. Gurnee, in making the proposition referred to, and to add that I am as ever,

Very respectfully, yours, &c.,

J. McKINSTRY,
Major and Quartermaster.

[No. 50.]

Memorandum for Major-General Fremont. (*By J. McKinstry, A. Q. M.*)

The Chief Quartermaster, after careful consideration of the probable wants of the large army now being organized under your command, would respectfully recommend that he be ordered to enter into engagements for the immediate supply of the following articles, on the following terms, to wit:

The parties receiving the orders to repair at once to New York, and, after consultation with the officer of the Quartermaster's Department in charge of the clothing depot in that city, and receiving from him samples of the articles required, to agree to furnish a sworn list of the prices at which the several articles will be furnished, giving in detail the cost of materials and workmanship, the same in no case to exceed the ruling market prices, together with a fair mercantile profit to the contractors. The list or lists to be so prepared as to show distinctly and at a glance the several items separately, of the cost of materials, the cost and expenses of labor and workmanship bestowed upon them, and the profit to be realized by the proposed contractors.

This appears to the Chief Quartermaster to present a satisfactory and reasonably sure plan for securing the Government against imposition, and at the same time providing promptly for the army under your command. Subjoined will be found a schedule of the articles required:

SCHEDULE.

40,000 army overcoats, to be made of the best army material, and in every respect to conform to army regulations and requirements.
5,000 pairs of cavalry boots, on the same terms and conditions.
5,000 suits of infantry uniforms, on the same terms and conditions.
5,000 knapsacks, army pattern.
5,000 canteens, army pattern.
10,000 pairs of socks, army pattern.
10,000 infantry hats, army pattern.
10,000 pairs army drawers.
10,000 undershirts, army pattern.
10,000 pairs army shoes.

[No. 50½.]

ASSIST. QR. MR. GEN'S. OFFICE, Western Department,
ST. LOUIS, September 19, 1861.

Messrs. CORBETT & KUHN, *St. Louis, Mo.:*

What will you furnish the Quartermaster's Department with cavalry equipments for? The bid to be for complete sets. Please answer immediately, and state how many sets you have on hand.

Respectfully, your obedient servant,

J. McKINSTRY,
A. Qr. Mr. Gen.

H. W. G. CLEMENTS, Chief Clerk.

[No. 51.]

A. A. QR. MR. GEN'S. OFFICE, Western Department,
ST. LOUIS, Mo., September 25, 1861.

CAPTAIN:

I have received your communication of the 23d instant, in reference to pants furnished by R. Keiler & Co. You are aware that it was not my wish to purchase this clothing, and it was done at your urgent request; that your regiment was in great need of them. I will thank you to return, per first opportunity, the two hundred pairs you refer to.

Very respectfully, your obedient servant,

J. McKINSTRY,
Brig. Gen. and Qr. Master.

Capt. R. M. LITTLER, *2d Iowa Vols.*, (*6 miles below Cairo,*) *Cairo.*

[No. 52.]

This agreement, made and entered into, at St. Louis, Mo., on the 5th day of July, 1861, between Brevet Major J. McKinstry, Assistant Quartermaster, U. S. A., for and on behalf of the United States, of the first part, and John H. Bowen and Asa S. Jones, of the city of St. Louis, on the second part, witnesseth:

That the parties of the second part agree to furnish the party of the first part one hundred and seventy-six (176) cavalry horses, one hundred and forty (140) artillery horses, and four hundred and twenty-five (425) mules, to be delivered at either St. Louis, Mo., or Cairo, Ill. The horses to be guaranteed as sound and free from all defects whatever, and to be at least fifteen and one half (15½) hands high, not more than eight or less than four years old. The mules to be not less than fourteen (14) hands high, and ranging in age from four to more years, and to be guaranteed as sound and free from all defects.

And the party of the first part, for and on behalf of the United States, agrees to pay, or cause to be paid, to the parties of the second part, at the Quartermaster's Office, St. Louis, Mo., at the rate of one hundred and nineteen (119) dollars for each horse and mule, which shall be accepted as agreeing with the terms of this contract.

And it is further agreed by the parties of the second part, that the horses and mules, to the number named in this contract, shall be delivered within eight

days from the date of this contract, and that they shall enter into good and sufficient sureties for the faithful performance of the stipulations before mentioned.

It is expressly agreed that no member of Congress shall have any share or part in, or derive any benefit arising from this contract.

Witness our hands and seals the day and year before written.

(Signed in quadruplicate,)

J. McKINSTRY,
Brevet Major, A. Q. M.
JOHN H. BOWEN,
ASA S. JONES.

Witnesses:
H. W. G. CLEMENTS,
R. F. WILLIAMS.

Know all men by these presents, that we, John H. Bowen and Asa S. Jones, of the city of St. Louis, State of Missouri, as principals, and T. P. Wheeler and F. M. Wood, of the same place, as sureties, are firmly held and bound unto the United States in the sum of one hundred thousand dollars, good and lawful money, to be paid the said United States, and for the full payment of which said one hundred thousand dollars we bind ourselves, our heirs, administrators and assigns. In witness whereof we have hereunto set our hands and seals this fifth day of July, 1861.

The condition of the obligation and bond is: That whereas the said Bowen and the said Jones have contracted with Major J. McKinstry, for and in behalf of the United States, to furnish at St. Louis, Mo., or Cairo, Ill., to the United States, one hundred and seventy-six cavalry horses, and one hundred and forty artillery horses, and four hundred and twenty-five mules, at the rate of one hundred and nineteen dollars each, in accordance with written contract of date of fifth of July, A. D. 1861.

Now, if said contract be well and truly performed and fulfilled, then this bond and obligation to be void and of no force, otherwise of full effect.

T. P. WHEELER,
F. M. WOODS.

ASA S. JONES,
JNO. H. BOWEN.

[No. 53.]

James Neill, of the city and county of St. Louis, State of Missouri, being duly sworn, on oath says, that from about the fifth day of August, 1861, he had various contracts with the Quartermaster of the Western Department, General McKinstry, to furnish horses and mules to the Government; that never, at any time, or in any manner or degree, was General McKinstry interested in said contracts, or in the profits accruing therefrom, nor did he receive, or expect, or desire to receive, any reward, profit, or benefit of any kind or nature by reason of said contract, or growing out of the same; that General McKinstry never received any reward, profit, or benefit, in any manner or form, by reason of awarding this affiant any contract whatever, nor did he expect so to do; that the affiant's acquaintance with General McKinstry was made through the Hon. F. P. Blair, Jr., who gave to this affiant a letter to General McKinstry endorsing this affiant's

loyalty and integrity of character. That from that date the affiant commenced to do business with said McKinstry, and not before; that all affiant's business transactions with said McKinstry have been conducted fairly and honestly, and always on the part of said McKinstry with an eye watchful for the interest of the Government. And further, this affiant says that the mules claimed by R. W. Peay, before the Van Wyck Investigating Committee, to have been sold by him direct to General McKinstry, were bought by me of said Peay to fill my contract with the Government; and of this said McKinstry had no knowledge whatever, except after this affiant had purchased said mules; said McKinstry stated to said Peay that this affiant had a contract with the Government for mules.

JAMES B. NEILL.

Sworn to and subscribed before me, a Notary Public, this 17th day of May, 1862.

R. W. HAMILTON.

[No. 54.]

STATE OF MISSOURI, } ss.
County of St. Louis. }

James B. Neill being duly sworn, says that he never acted as inspector of horses or mules for the Government, and was never appointed, or requested, by General McKinstry to act as inspector of horses or mules for the Government.

JAMES B. NEILL.

Subscribed and sworn to before me, this 30th day of May, 1862.

JOHN M. KRUM,
U. S. Com'r for Mo.

[No. 55.]

STATE OF MISSOURI, } ss.
St. Louis County. }

Joseph S. Pease, being duly sworn, on oath says: I have examined the Report of the Congressional Investigating Committee, of which the Hon. C. H. Van Wyck is chairman, and the evidence to which it refers. That on the 17th day of October, 1861, Robert W. Peay did not hold my note, for a balance due him by me on a former transaction; that I was not indebted to him in the sum of twenty-five hundred dollars for a balance of account of stock furnished to me, or in any other sum or amount at that date; and that the said Peay, subsequent to the giving of his testimony before the Van Wyck Committee, acknowledged he was mistaken in this regard.

And, further, this affiant says, that, as to the sale of mules directly to General McKinstry, concerning which said Peay testified, he knows nothing whatever. The connection this affiant had with these mules was simply as follows: James B. Neill, who had a contract to furnish the Government with mules, desired this affiant to become a partner with him, Neill, this affiant furnishing the means, merely, to purchase said mules; affiant and John H. Bowen, being his partner, became partners of said Neill on the terms stated. These mules, as affiant afterwards understood, were bought of Peay, both from Neill and Peay; that this affiant never passed a word with General McKinstry as to these mules, or in connection with the contract; nor did affiant know that Peay had sold these mules to Neill, until a bill was presented by Peay to this affiant for the first delivery at one hundred and ten dollars per head. Affiant was not prepared to pay for all

of them at once, but paid Peay twenty-five hundred dollars on account of said mules. That soon after this affiant received the Government voucher for said mules, three hundred and thirty-six in all, James O. Broadhead came to affiant, as affiant subsequently understood, as the attorney of Peay, to collect the balance due said Peay, and requested the possession of the voucher; that the only reason this affiant hesitated to deliver the voucher into Broadhead's hands, as he proposed, in order that the money might be obtained upon it, was that this affiant was not then personally acquainted with said James O. Broadhead, and did not know anything about his responsibility; but as soon as this affiant learned that he was entirely responsible, he cheerfully deposited said voucher with said Broadhead, in order that the money might be collected thereon. That this affiant never heard it intimated by Peay, or by any other person, that Peay supposed he was selling said mules to the Government direct, until the sitting of the Van Wyck Committee; on the other hand, this affiant supposed, and still supposes, that Neill bought these mules of Peay to fill his, said Neill's, said contract, and this affiant paid said Peay, under this supposition, the said twenty-five hundred dollars, and to other parties who had sold to Peay two hundred and forty dollars; that Peay did not receive said twenty-five hundred dollars from this affiant on any old account, or from this affiant as agent of the Government, but simply as one of the vendees of said mules; and, in transferring the business to Broadhead, the said Peay acknowledged the said sums of twenty-five hundred dollars and of two hundred and forty dollars, to be just credits on the account. And, further, this affiant says that he is of no kin whatever of General McKinstry, either in blood or in law; that he was interested with John H. Bowen in the first contract awarded in the Western Department on public bids for animals, which contract was awarded about the fourth of July, 1861; that General McKinstry had no interest in the five thousand dollars for which Bowen sold his interest in said contract, and received no part of same, directly or indirectly, nor did he hold back, or have anything to do with it, to the knowledge, information or belief of this affiant; that the testimony of Alexander Kelsey is disposed of by himself in a note addressed to the Missouri Republican, January 3d, 1862, of which the following is a true copy, viz.:

"Editor Republican—On reading the published extracts from the Van Wyck Investigating Committee, I was surprised to find that an attempt has been made to charge Mr. Jos. S. Pease with having obtained money from the Quartermaster at St. Louis on a false voucher. The Committee predicate their charge on my testimony, given before them in respect to my transactions with Mr. Pease. I wish now to state, as a simple matter of justice to Mr. Pease, that this charge of the Committee has no foundation whatever. The Committee have done him a great wrong; there is nothing in my testimony before them to justify them in making this charge. I did not intend in anything I said before the Committee to cast any reflection upon the conduct of Mr. Pease, at the time I signed the receipt in the dusk of the evening, mentioned in the Report of the Committee. They have only embodied in their Report a garbled statement of my evidence, whereas if they had published the whole, it would be seen that my evidence entirely exonerated Mr. Pease from any dishonest or dishonorable conduct in the matter.

(Signed,) ALEX. KELSEY.

St. Louis, December 31, 1861."

That the testimony of John B. Valle was, also, incorrectly reported, in proof of which this affiant inserts herein true copies of cards received by him, from the signers, viz:

"I have examined my evidence, as published by the Congressional Investigating Committee, (page 879,) respecting a sale of gunny bags to J. S. Pease, and find, in many points, it is not correctly reported.

(Signed) JOHN B. VALLE.

St. Louis, April 24, 1862."

"I am salesman for the house of John B. Valle & Co. The sale of gunny bags to Mr. Jos. S. Pease was made by me during Mr. Valle's absence. A day or two after the sale, after some explanation by Pease, I signed the voucher for thirteen hundred dollars, the explanation being perfectly satisfactory to me. Pease never made any threats to my knowledge; nothing unpleasant occurred between us during the transaction. I sold the gunny bags at twelve cents to Pease, and rendered him a bill for them at that price, and collected the amount of same, twelve hundred dollars, in several instalments, as stated in the evidence of Mr. Valle. (Signed) WILLIS J. POWELL.

St. Louis, April 24, 1862."

And, further, this affiant says that the testimony given by Francis H. G. Hafkemeyer, as to his receiving seventy-nine thousand dollars from the cashier of General McKinstry, is false; that the said Hafkemeyer saw the said cashier pay to this affiant, on the third day of October, 1861, fifteen thousand dollars, in one thousand dollar packages, of Missouri money, and no more; that the assertion of the said Hafkemeyer as to the agitation of this affiant is also false, and this affiant believes it was stated for the vile purpose of intimating what he dared not declare in words, that the receiving said money was a fraud on the Government; that the assertion of said Hafkemeyer that General McKinstry had left the city is also false. On the same day the said cashier made a further payment to this affiant of ten thousand dollars, still leaving the Government largely indebted to him for forage and other supplies, for which he was obliged to pay cash, and for a considerable amount of which the Government is still indebted to him. General McKinstry was in his office on the day of the said payments, and they were made by his order; and, further, this affiant says that he has not been in any transaction connected with General McKinstry, nor has General McKinstry ever received one cent of his profits from Government contracts, or even suggested such a thing, nor has he been in any way personally benefited by this affiant's contracts with the Government, in any possible manner, directly or indirectly, and all charges, assertions, or intimations, that General McKinstry was interested or benefited, directly or indirectly, in any way or manner, by this affiant's transactions with the Government, are wholly false.

And, further, this affiant says, that he has read the report of the Commission on War Claims at St. Louis, of which the Hon. D. Davis is chairman; that the statement therein contained, with regard to this affiant's transactions in tents is exaggerated in amount, and gives a false coloring to his motives and manner of doing the business; that he distributed said business among all of the tent-makers, seven in number, and received commissions from four of them only; that his understanding with two of them was that their gross prices to him were the same as though they had sold direct to the Government, and the commissions

allowed by the other two, were allowed at the time of final settlement, without any previous agreement, and of their own free will; that he constantly advanced money on said tents; that the payments to tent-makers, in vouchers issued for other supplies than tents, were made by their own solicitation, and for their own accommodation, their necessities not permitting them to wait the issue of vouchers for tents particularly; that in the instance of his having purchased one hundred tents at twenty-two dollars, they were purchased at the first offer of the maker, and far below their market value; that this affiant furnished considerable numbers of tents at a commission of two per cent., of less than one per cent., and without commission; that in several cases he was compelled to sell vouchers, received for tents and other supplies, at a loss; that of the tents furnished by him, *considerably less than one-half* were furnished upon orders from General McKinstry, and that, although permitted to prove his claims, before said Committee, he was not permitted to hear the evidence adverse to said claims.

JOS. S. PEASE.

Subscribed and sworn to before me, at the District of Missouri, on this 1st day of May, A. D. 1862.

JOHN M. KRUM,
U. S. Com'r for Mo.

[No. 56.]

STATE OF MISSOURI, }
County of St. Louis. } *ss.*

Thomas M. Blakely, of lawful age, being duly sworn, says that he has been in the employ of the Government of the United States for about thirteen years. I have been thus employed in the Quartermaster's department as wagon master. A large portion of that time I was so employed at Fort Leavenworth, and was ordered, on or about the 10th day of July last, by Captain Van Vleet, to report for duty to Quartermaster McKinstry, at St. Louis, and I came to St. Louis accordingly, and have been in the Quartermaster's employ at St. Louis, and other points, ever since. I was so employed at St. Louis in the months of July, August and the early part of September, of the year 1861, and inspected horses and mules at St. Louis, for the department, during the months last mentioned. I know Robert W. Peay. He had a stock stable on Broadway, in the city of St. Louis, called the "Mammoth Stable," at which the Government kept a large number of animals, and I generally inspected the animals at that stable.

In the early part of September, the place of inspection of animals belonging to the Government, was removed up to Ashbrook's stable—higher up on Broadway, it being more convenient at the latter place. My attention has been called to the testimony of said Robert W. Peay, as published in the report of the Van Wyck investigating committee, on pages 540, 541, and following, wherein said Peay states, in substance, that he sold to Major McKinstry, two hundred and ninety-six mules, at $110 a head, and made out the account, and had Blakely, (meaning myself,) inspect and brand the mules and give a certificate. In regard to the said statement of said R. W. Peay, I state that I never heard or knew of his making any such sale of mules to Major McKinstry, or to the Government. I remember of inspecting the said lot of mules; but I did not at any time hear or understand that Peay was the owner of said mules, but, on the contrary, James B. Neill claimed the said mules, and that he had sold them to the Government. I was present at the door, and near the steps of Major McKinstry's office, with

said Peay and said Neill when Major McKinstry directed me to inspect the said mules, at the mammoth stable. I did not hear any bargain between Peay and McKinstry; in fact, nothing was said, by any one, about the sale or price of the mules I was ordered to inspect. There was no conversation between said parties, except that Major McKinstry directed me to inspect a lot of mules at the mammoth stables, and I did as I was directed

T. M. BLAKLEY.

Subscribed and sworn to before me this 28th day of February, 1862, at St. Louis, Missouri. In witness whereof, I have hereto set my hand and notarial seal the day and year last above written.

LEOPOLD WOLFF,
Notary Public, St. Louis County.

[No. 57.]

STATE OF MISSOURI, } ss.
County of St. Louis, }

John Keller, being duly sworn, says: I have read the testimony of James Harkness, as the same appears in the Report of the Van Wyck Committee, and I state that all and every part of the testimony of said Harkness, that relates to me, or connects me with the transactions he mentions, is untrue—utterly untrue in every particular. I never inspected the animals spoken of by said Harkness for Flanagan or any one else. I further state that I was not present at all at the time and place mentioned by said Harkness; nor did I at any time or on any occasion say that "we would soon drive the God damned Lincoln horde out of this State." I further state that I was recommended to General McKinstry, as qualified and a suitable person to be appointed inspector, by John J. Roe, merchant, and Isaac Rosenfeld, cashier State Savings Institution. I am a veterinary surgeon by profession, and in practice in St. Louis. In all cases, when I inspected animals for the Government, I made return of my inspection under oath.

JOHN KELLER, V. S.

Subscribed and sworn to before me this 10th day of June, 1862.

JOHN M. KRUM,
U. S. Com'r for Mo.

[No. 58.]

STATE OF MISSOURI, } ss.
County of St. Louis. }

F. G. Flanagan being duly sworn, says: I have read the testimony of James Harkness, as the same is reported by the Van Wyck Investigating Committee, p. 535, where he speaks of my father's buying a three year old filly for $65, &c. His statement in regard to the inspection of said filly by Keller is untrue. The filly in question was never sold to the Government, and never was inspected by D. Keller. The whole statement of said Harkness, in respect to said filly and its inspection is untrue.

F. G. FLANAGAN.

Subscribed and sworn to before me this 13th day of June, 1862. In witness whereof I have hereto set my hand and seal the day and year last aforesaid.

LEO. WOLFF,
Notary Public

[No. 59.]

St. Louis, Sept. 18, 1861.

Gen. J. McKinstry.

Dear Sir:

I learned this morning that you would shortly need a large number of camp kettles and mess pans. If they are to be the same size and weight as those now made for the army, which are of the best quality of charcoal sheet iron, No. 26 wire guage, I will furnish them at following prices, provided the order is given for say 2,000 camp kettles and 5,000 mess pans; camp kettles at 42½c each; mess pans 27½c each.

Respectfully yours,

GILES F. FILLEY.

[No. 60.]

St. Louis, Sept. 19, 1861.

Gen. J. McKinstry, *A. Q. M., U. S. A.*

Dear Sir:

I propose furnishing camp kettles and mess pans for the army at the following prices:

Thirteen (13) cents per pound for camp kettles.

Fifteen and one half (15½) cents per pound for mess pans.

All to be made of best quality of charcoal sheet iron, No. 26 wire guage.

Respectfully yours,

GEO. W. BELL.

155 Main street. Box 3,212.

[No. 61.]

State of Missouri, } *ss.*
County of St. Louis. }

Charles M. Elleard being duly sworn, says that during the past year he sold horses, and also a few mules to the Government of the United States, at St. Louis, while Major J. McKinstry was acting Quartermaster at St. Louis. In making my sales to the Government I was on a footing with others who sold property to the Government. I never, to my knowledge, had any favors shown, or advantages given me, over others, by Major McKinstry. He dealt with me, in buying my stock, as he did with others, and no partiality was shown to me that I am aware of. Major McKinstry was not concerned or interested with me in any of my operations with the Government, either directly or indirectly, and he never shared or received, either directly or indirectly, any profits I realized from any of my sales to the Government.

This affiant further states that Major McKinstry never, to my knowledge, forced or obliged any one to sell horses to me, and I have no reason to believe that he ever did so. This affiant further states that he has no personal acquaintance with a Mr. Lippincot, who has been spoken of as having been forced or obliged by Major McKinstry to sell horses to me, and I have no recollection of ever having seen said Lippincot, nor have I any recollection of ever having heard of him until I heard his name mentioned in the connection above.

CHARLES M. ELLEARD.

Subscribed and sworn to before me, at St. Louis, in the District of Missouri, this 26th day of April, 1862.

JOHN M. KRUM,
U. S. Com'r for Mo.

[No. 62.]

Extract from a letter of General Frémont:

WHEELING, VA., March 30, 1862.

GENERAL:

* I was not aware that Mr. Colfax intended to speak to my case. In making it he spoke upon such information as the published documents and other sources furnished him with. I am sure that his reference to you was not in any unfriendly spirit. You were charged with acts which you did not commit, for the purpose of holding me responsible for them.

The ground that I have taken is, first, that our acts were, not only undeserving of censure, but were intended to and have proved eminently right and useful to the public service. But another ground, which I have still more distinctly taken, is, that I assume, in the fullest manner, the entire responsibility for the contract.

I ordered Beard upon it before the contract was made, leaving it to be completed afterwards. I ordered money to be paid him in advance, as he required it. When afterwards, he brought his contract to me, I directed him to you. You came to me personally and informed me that the prices he asked were altogether too high. I told you to reduce them to what you considered reasonable, leaving him a fair profit, having regard to the circumstances under which the works were built and the extraordinary labor and expense which he underwent. In regard to the question as to whether or not this work belonged to you, or whether or not you objected to it, I have replied that, it was properly the work of the Engineer Department, but that under the circumstances, you were ordered to attend to it to this extent—that, whether you objected to it or not, I do not remember, but whether you did or not, I overruled the objection, and, finally, you were not concerned in this contract further than in obeying my positive order to make it as above stated. * * * * * * *

* * * * * * * * *

Yours truly,

J. C. FREMONT.

Brig.-Gen. J. MCKINSTRY.

[No. 63.]

A Letter from a Member of the Cabinet.

WASHINGTON, November 30, 1860.

MY DEAR SIR: I am in receipt of yours of the 27th instant, and thank you for your kindly allusion to myself, in connection with the fearful agitation that now threatens the dismemberment of our Government. I think the President's message will meet your approbation, but I have little hope that it will accomplish anything in moderating the madness that rules the hour. The indications are that the movement has passed beyond the reach of human control. God alone can disarm the cloud of its lightnings. South Carolina will be out of the Union and in the armed assertion of a distinct nationality, probably before Christmas. This is certain, unless the course of events is arrested by some prompt and decided action on the part of the people, and the Legislatures of the Northern States, the other slave States will follow South Carolina in a few weeks or months. The border States, now so devoted to the Union, will linger a little while, but they will soon unite their fortunes with those of their Southern sisters. Conservative men have now no ground to stand upon — no weapon to battle with. All has been swept from them by the guilty agitations and infamous legislation of the North. I do not anticipate, with any confidence, that the North will act up to the solemn responsibilities of the crisis, by retracing those fatal steps which have conducted us to the very rink of perdition, politically, morally and financially.

There is a feeling growing in the free States which says, "Let the South go!" and this feeling threatens rapidly to increase. It is, in part, the fruit of complete estrangement, and in part a weariness of this perpetual conflict between North and South, which has now lasted, with increasing bitterness, for the last thirty years. The country wants repose, and is willing to purchase it at any sacrifice. Alas, for the delusion of the belief that repose will follow the overthrow of the government.

I doubt not, from the temper of the public mind, that the *Southern States will be allowed to withdraw peacefully;* but when the work of dismemberment begins, we shall break up the fragments from month to month, with the nonchalance with which we break the bread upon our breakfast table. If all the grave and vital questions which will at once arise among these fragments of the ruptured Republic can be adjusted without resort to arms, then we have made vast progress since the history of our race was written. But the tragic events of the hour will show that we have made no progress at all. We shall soon grow up a race of chieftains, who will rival the political bandits of South America and Mexico, and who will carve out to us our miserable heritage with their bloody swords. The *masses* of the people dream not of these things. They suppose the Republic can be destroyed to-day and peace will smile over its ruins to-morrow. They know nothing of civil war. This marah in the desert of the pilgrimage of nations has happily been for them a sealed fountain. They know not as others do of its bitterness, and that civil war is a scourge that darkens every fireside, and wrings every heart with anguish. They are to be commisserated, for they know not what they do. Whence is all this? It has come because the pulpit and the press, and the cowering, unscrupulous politicians of the North have taught the people that they are responsible for the domestic institutions of the South, and that they can be faithful to God only by being unfaithful to the compact which they have made with their fellow men. Hence those Liberty bills, which degrade the statute books of some ten of the free States, and are confessedly a *shameless* violation of the Federal Constitution, in a point vital to her honor. We have here presented, from year to year, the humiliating spectacle of free and sovereign States, by a solemn act of legislation, *legalizing the theft of their neighbor's property.* I say THEFT, since it is not the less so because the subject of the despicable crime chances to be a slave, instead of a horse or bale of goods.

From this same teaching has come the perpetual agitation of the slavery questions which *has reached the minds of the slave population of the South,* and has rendered every home in that distracted land insecure. This is the feature of the irrepressible conflict with which the Northern people are not familiar. In almost every part of the South, miscreant fanatics have been found, and poisonings and conflagrations have marked their footsteps. Mothers there lay down at night trembling beside their children, and wives cling to their husbands as they leave their homes in the morning. I have a brother residing in Mississippi who is a lawyer by profession, and a cotton planter, but has never had any connection with politics. Knowing the calm and conservative tone of his character, I wrote him a few weeks since, and implored him to exert his influence in allaying the frenzy of the popular mind around him. He has replied to me at much length, and after depicting the machinations of the wretches to whom I have alluded, and the consternation which reigns in the homes of the South, he says it is the unalterable determination of the Southern people to overthrow the Government, as the only refuge which is left to them from these insupportable wrongs, and he adds: "On the success of this movement depends my every earthly interest — the safety of my roof from the firebrand, and of my wife and children from the poison and the dagger."

I give you his language because it truthfully expresses the Southern mind, which, at this moment, glows as a furnace in its hatred to the North because of these infernal agitations. Think you that any people can endure this condition of things? When the Northern preacher infuses into his audience the spirit of assassins and incendiaries in his crusade against slavery, does he think, as he lies down quietly at night, of the South-

ern homes he has robbed of sleep, and of the helpless women and children he has exposed to all the nameless horrors of servile insurrections?

I am still for the Union because I have yet a faint, hesitating hope that the North will do justice to the South, and save the Republic before the wreck is complete. But action, to be available, *must be prompt*. If the free States will sweep the liberty bills from their codes, propose a convention of the States, and offer guarantees which will afford the same repose and safety to Southern homes and property enjoyed by those of the North, the impending tragedy *may* yet be averted, but not otherwise. I feel a positive personal humiliation as a member of the human family in the events now preparing. If the Republic is to be offered as a sacrifice upon the altar of African servitude, then the question of man's capacity for self-government is forever settled. The derision of the world will henceforth justly treat the pretension as a farce, and the blessed hope which, for five thousand years, our race, amid storms and battles, has been hugging to its bosom, will be demonstrated to be a phantom and a dream.

Pardon these hurried and disjointed words. They have been pressed out of my heart by the sorrows that are weighing upon it.

Sincerely, your friend.

[No. 64.]

HEADQUARTERS, Western Department,
ST. LOUIS, Mo., Sept. 5, 1861.

Special Order, No. 128.

Captain J. L. Dodds, Assistant Quartermaster, is assigned to duty in this city, and will report to Captain P. T. TURNLEY, Assistant Quartermaster.

By order of Major-General Frémont. J. C. KELTON,
Asst. Adj't General.

[No. 65.]

ST. LOUIS, Mo., April 27th, 1862.

GENERAL:

I cheerfully comply with your request to state my recollection of the manner in which you examined the charges made by Henry Clapp, last summer, against A. B. Ogden, architect of Benton Barracks. The accused and accuser were present during the whole of the examination, which took place in your office, and was witnessed by several prominent residents of this city. Immediately after hearing the evidence of Pond, Clapp's father-in-law, which was to the effect that Clapp had told him that he (Clapp) had given Ogden a draft for seven hundred dollars as a bonus to secure the contract for roofing Benton Barracks, you asked Clapp, in your usual tone of voice, if he had at any time given Ogden any draft, or money, or other consideration, for the purpose of influencing the contract referred to in Pond's evidence, or any other government contract in the Western department, and Clapp promptly and distinctly replied in the negative. You then asked him if there had been any private understanding between Ogden and himself in the matter, to the effect that in case of the contract being given to him by Ogden there was to be a division of profits; and to this question he also gave a negative answer. Whereupon you said to him that the charge affecting Ogden's character had been extensively circulated in the city, and as he had originated it, and afterwards completely exonerated Ogden in the presence of a few witnesses, he would be required, as an act of justice to the accused and

to the Department under your control, to make a written disclaimer, which could be laid before the public. Upon his demurring to this condition, you informed him that he could take his choice—either to sign the required statement or go to the military prison; and at the same time you told him and others in the office that, while you were willing and ready on all occasions to investigate charges of fraud alleged to have been committed in the Quartermaster's Department here, you were determined not to permit the author of a false charge to go entire scatheless.

Clapp was advised by several friends of his who were present during the examination, including his father-in-law, to sign a recantation of the charge made by him against Ogden, and he accordingly signed and made affidavit to the following statement:

"St. Louis, August 23d, 1861.

Having charged Mr. Ogden, the architect of the Government, with fraud in the management of the business entrusted to him by the Quartermaster, I hereby revoke the said charge, and relieve him from the same. I hereby swear and declare that I am a good loyal citizen of the United States, and will do all that is in my power to uphold and protect the same, and that I will not directly or indirectly give aid to the enemy in any manner or form.

HENRY CLAPP."

I did not, during any part of the examination, witness the boisterous manner nor hear the curses which you are represented as having exhibited and uttered by Mr. Pond, whose evidence appears in the report of the Commissioners, who sat in this city last winter, to examine claims for supplies furnished in the Department of the West; and my opinion is that if your conduct and language were as violent and profane as they are said to have been by the witness above named, they would not have escaped my observation or recollection, for I was not more than ten feet from you during the entire examination, and my memory is, to say the least, quite equal to the general average.

Yours, very respectfully,

WM. R. McCRACKEN,
Sec'y of Provost Marshal,
St. Louis Co., Mo.

Brig. Gen. J. McKinstry, *U. S. A., St. Louis.*

State of Missouri, } *ss.*
St. Louis County. }

Wm. R. McCracken, being duly sworn, says that the statements made and contained in the foregoing letter subscribed by him are true.

WM. R. McCRACKEN.

Subscribed and sworn to before me this 12th day of May, A. D. 1862.

GEO. P. CLARK,
Notary Public, St. Louis, Mo.

[No. 66.]

St. Louis, Mo., April 29th, 1862.

General McKinstry:

Dear Sir—I see that the "War Claim Commission," in their "report," aim to convey the idea that great injustice was done to Mr. Clapp in the examination at your office, August 23d, 1861, and that the whole proceeding was an outrage upon justice.

An intelligent witness of the facts—Mr. Bell—engaged in Giles Filley's stove store, in a conversation at Benton Barracks with Capt. Dodds and others, remarked that the impression made upon his mind by what he heard and saw, was that "the two (Pond and Clapp) had been reporting a lot of lies, and they were very glad to get out of the scrape as easily as possible."

If I am not mistaken, Col. Lewis V. Bogy was present and saw the whole of it.

It is a well known fact that great jealously and ill feeling was created among a certain few, in consequence of my being placed in charge of the Barracks; and no sooner had the work commenced than rumors of the most malicious kind were industriously circulated through the city, to the effect that "I was a secessionist;" that "I employed disloyal mechanics in preference to Union men;" that "I was wasting lumber and other Government property;" that "I knew nothing whatever of the art of architecture or engineering," and that "I was daily robbing the Government."

The object to have been accomplished by these slanders, as I believe, was to shake the confidence of the officers in command, and thereby effect my removal—thus making a vacancy which some one of these virtuous and patriotic individuals could have been prevailed upon to fill. The fact is suggestive, in this connection, that Chas. H. Pond, the "injured innocence" who gives such a graphic account of his son-in-law's troubles, (Clapp's,) is an architect. This benevolent design to relieve me of my labors failed most signally in its execution—hence the towering rage of the "sore-heads." I retained my position until the completion of Benton Barracks and the numerous buildings connected with the post, in spite of the calumny of these men.

Before this *last* "inquisition" they have had it all their own way, as they did before the former. The statement in the "Report" that I required of, or suggested to, any parties furnishing materials that it was necessary to add something to their prices for my benefit, is false; and is on a par with the testimony of Giles Filley before the Congressional Investigating Committee, in relation to roof, lumber, etc.

To those desiring correct information of my management of the Government work entrusted to my charge, I refer to *any* and *every man* who ever furnished the Barracks with one dollar's worth of materials of whatever kind, with perfect confidence.

A. B. OGDEN,
Architect Benton Barracks.

[No. 67.]

STATE OF MISSOURI, }
County of St. Louis, } *ss.*

A. B. Ogden, architect, being duly sworn, says: That at the time the Van Wyck Investigating Committee was in St. Louis, having understood that they were examining witnesses in regard to the superintendence and building of the Benton Barracks at St. Louis, I addressed a letter to said Committee, stating in substance, that I was superintendent of the construction of said Barracks, and would at any time furnish the Committee with any information or explanation in my power in regard to the building of said Barracks.

Although I was here attending to my duties and easily found, during all the time said Committee was at St. Louis, they did not reply to my letter, nor call

on me for any information or explanation. I could have explained and rebutted many of the representations and statements made (or said to have been made) before said Committee, in respect to the construction and superintendence of said Barracks.

I have read what purports to be the evidence of Giles F. Filley, before said Committee. His statement that a contract (for the roofing) was made with Thomson at $4 50, and that he sublet it at $3 50, is untrue. Thomson took the contract for roofing at $3 50 per square, and he did not sublet it at all.

This affiant further states that he was present at the office of General McKinstry at the time the examination took place, that is mentioned in the testimony of Chas. H. Pond, as published by the Commissioners on War Claims. The said published statement is untrue in all of its most essential particulars. I heard and saw all that took place at said examination. On being interrogated, Mr. Clapp denied, in the presence of Pond, that he had told Pond what the latter said he had. General McKinstry, in a mild tone, requested Mr. Clapp, in the presence of his father-in-law, Col. Bogy, Robert Campbell, Judge Cowles, and other gentleman in the office at the time, to state all he (Clapp) knew, if he knew anything, in respect to any fraud in the superintendence or building of the Benton Barracks. Mr. Clapp, in reply, promptly denied that I had ever received anything from him, and closed by making a written statement, denying what his father-in-law reported he had said, which statement he signed and swore to, and is the same that is now exhibited to me in connection with the affidavit of Wm. R. McCracken. I had full opportunity to observe, and did observe, the manner of General McKinstry during said examination; and, while he was earnest and decided in his manner, he used no profane language, of the character attributed to him by said Pond. Portions of the evidence, said to have been given by said Pond, and published by said Commissioners, are greatly exaggerated and other portions are absolutely untrue. General McKinstry did not attempt or prevent Clapp from making any explanation he desired to; on the contrary, General McKinstry urged him to explain and state all he knew. No soldiers were brought in, nor was Clapp forced to sign an oath of recantation. Clapp signed the paper voluntarily.

I further state that what Pond says in regard to the agreement between W. S. King and myself, (p. 648 Com. Rep.,) is untrue.

A. B. OGDEN.

Subscribed and sworn to before me this June 2d, 1862.

JOHN M. KRUM,
U. S. Com'r for Mo.

State of Missouri, }
County of St. Louis. }

On the 7th day of April, A. D. 1862, before me, Charles H. Tillson, a Notary Public within and for the said county, came A. B. Ogden, who, being by me duly sworn, on his oath says: I was the Architect and Superintendent of the construction of Benton Barracks. The roofing was awarded to Mr. Almon Thomson by Major McKinstry, Quartermaster. The conditions of the contract were, that the roof on the Ten Buildings was to be completed in ten days; that it was to be a three ply roof, sand and cement. The roof was completed within the time specified in the contract, and, according to the terms of the contract,

filling all the conditions of the contract. I was on the grounds during the whole time and was frequently on the roofs, and each time that I examined the roofs they were being put on according to the conditions of the contract. The roofs were sound, without material leakage until the time of the Van Wyck Committee visiting the city, when numerous persons, claiming to be authorized by said Committee, went out to the Barracks and cut numerous holes through them and threatened to break up the contract and prevent the work being paid for. These persons were unsuccessful bidders for the contract for the roofing. There were afterwards between 300 and 400 holes cut through the roof for stove-pipes, also a large number of holes for ventilators. These holes were badly protected, they were not protected so as to resist the action of the weather. These holes were all cut after the contract was completed and the work turned over to the Government. The buildings were changed to accommodate a large number of troops, by changing the interior arrangements of the Barracks. This was done by the soldiers, and by such changes unequal settings of the buildings might have been caused. I was on the premises daily for three months after the completion of the roofs, and frequently saw the roofs receiving treatment that was calculated to injure the same. All those roofs at the Barracks which were not interfered with, such as Officers' quarters, Quartermaster's storehouse, Commissary's storehouse, bakery, stables, guard-house, &c., were in good condition and not complained of, and were not defective, being the same kind of roof. The price of the roofing was reasonable, and less than I have been in the habit of paying for such work. This statement is the same in substance which I made before the Commissioners.

(Signed,) A. B. OGDEN.

Subscribed and sworn to before me, this 7th day of April, 1862.

CHARLES H. TILLSON.

[No. 68.]

STATE OF MISSOURI, }
County of St. Louis, }

On the 8th day of April, A. D. 1862, before me, Charles H. Tillson, a Notary Public within and for said county, came Elisha Jameson, who, being by me duly sworn, says: I am a Builder and Superintendent. Was employed by Government in the construction of Benton Barracks from the commencement to completion. I was Assistant Superintendent under Mr. Ogden. I built five of the ten barrack buildings, the General's head-quarters, all of the Commissary and Quartermaster's storehouses. I was on the premises every day while the roofing was being put on, and was on the buildings also while they were being roofed. I have had a good many roofs of the kind put on and know what they are. I consider the roof at Benton Barracks a good three ply felt cement roof, coming up to all the requirements of Mr. Thomson's contract. For two months after the completion of the roof I was employed at the barracks, and was about the buildings every day and never heard any complaints about the roof during that time. The weather was raining during a large portion of the time. If the roofs were defective, it is not the fault of Mr. Thomson, the contractor, but from damage received by cutting stove pipe holes and ventilators, and the abuse of the soldiers since the completion and reception by the Government. The price of $3 50 per square allowed by Quartermaster's voucher, is unusually cheap,

lower than I have ever paid for similar work by fifty cents per square. I have paid as high as $6 for the same kind of roofing.

(Signed,) ELISHA JAMESON.

Subscribed and sworn to before me, the 8th day of April, A. D. 1862, as witness my hand and official seal.

CHARLES H. TILLSON,
Notary Public, St. Louis County, Mo.

I hereby certify that I have carefully examined and compared the within and foregoing with the original affidavits of Charles H. Peck, John B. Gibson, Z. T. Knott, Henry Kennedy, John Ramsey, and A. B. Ogden and Elisha Jameson; as also the certificates of James O. Broadhead, U. S. District Attorney, R. J. Howard, Collector of Customs, F. A. Dick, Esq., and John H. Andrews, Sheriff of St. Louis county, contained therein, and find that they are true and exact copies of such original affidavits and certificates.

Witness my hand and official seal, this 17th day of April, 1862.

CHARLES H. TILLSON.
Notary Public, St. Louis County, Mo.

[No. 69.]

Almon Thomson, of the city and county of St. Louis, State of Missouri, being duly sworn, says: That the insinuation contained in the report of the Board of Commissioners for the Adjudication of Claims against the United States in the Western Department, that this affiant was in any way the "favorite" of Gen. McKinstry in letting the contract for roofing Benton Barracks, or in any other way, is wholly false and untrue, and is unsupported by any fact whatever, and is simply a statement entirely unwarranted and gratuitous by that Hon. Board. That said McKinstry, instead of having or exhibiting any partiality toward this affiant, was always, in the opinion of this affiant, unnecessarily severe and exacting. That the affiant took no measures whatever to obtain said contract for roofing Benton Barracks other than filing his bid, which was three dollars and fifty cents per square.

The alleged "favoritism" may, perhaps, be seen in this fact, that on Friday General McKinstry announced to this affiant that said contract was awarded to him, and that this affiant would be required to perform his work in ten days from that time; that affiant commenced immediately to remove his roofing material from the city of St. Louis to said barracks, a distance of about three miles. That late on Saturday following, Gen. McKinstry annulled said contract, on the ground that a lower proposition had been received subsequent to said awarding; that this affiant made no complaint, but made immediate preparation to bring back his said material; that on the Monday following said McKinstry announced to this affiant that he should look to him to perform said work according to contract, that said lower bidder did not appear to be responsible. That thereupon affiant went on in the most expeditious manner and roofed the said barracks, working night and day until the same was completed, and did the job in a good, substantial, workmanlike manner, and in accordance with said contract. That at the time said contract was awarded, affiant had exclusive control of the material in the city of St. Louis necessary to the performing such said contract. That Gen. McKinstry, or any other for him, or any person connected with the Quartermaster, had no interest whatever of any kind in said contract or grow-

ing out of the same, or of any contract with which this affiant has ever been connected. That General McKinstry, or any person for him, or any person in any way connected with the Quartermaster's Department, did never receive any reward, profit, or benefit, directly or indirectly, by reason of or growing out of said contract, or any other contract of affiant's in any way whatever, nor was any such reward, profit, or benefit ever expected or offered. That any insinuation or statement to the contrary of the foregoing, whether made by said Hon. Board of Commissioners, or any other person, is unqualifiedly false. That the statement made by this affiant concerning one Clapp, testified to by one Pond as having taken place on the examination of said Clapp before said McKinstry, was simply this (and not said in a whisper), that said Clapp had stated to the affiant he wanted work on said barrack roof. To which affiant replied that he, Clapp, could get plenty of work. Clapp responded that he could not unless he took the oath of allegiance to the Government, which he never would do. This was substantially what I told McKinstry at said time, testified to by said Pond before said Hon. Board, and by said Hon. Board made mention of in their said Report. And this affiant further says that he never testified before the Congressional Van Wyck Investigating Committee that five thousand dollars in gold was left, or to be left, with McKinstry, (said five thousand dollars being the amount due John Bowen for the sale of horse contract to one Wheeler). 1st. There was no gold paid by the Government at all. 2d. On the day of settlement with the Quartermaster, said Bowen was present, the amount due him was then settled upon, but as it took a long time for said McKinstry to endorse the Treasury notes which were to be paid us, and it was near night, this affiant agreed with Bowen to leave five thousand dollars in the Quartermaster's office for him, he, Bowen, wishing to go away on other business, which was accordingly done.

ALMON THOMSON.

Subscribed and sworn to before me, this 23d day of May, 1862.

R. W. HAMILTON.
Notary Public.

[No. 70.]

STATE OF MISSOURI, }
County of St. Louis. }

On this fifth day of April, A. D., 1862, before me, Charles H. Tillson, a Notary Public, within and for said county, personally came Charles H. Peck, who, being by me duly sworn, says that he has resided in the city of St. Louis for the last twenty-two years; is, by profession, an architect and master builder, and has been largely engaged in building during most of said time. "I am acquainted with Benton Barracks, built near St. Louis, in the fall of 1861; I am well acquainted with the roofing, put on said Barracks by Mr. Thomson, for the Government, having made two separate special examinations of it.

The first examination was during the fall of 1861, about the 1st of October. There were other architects and builders who made the examination with me. They were: John B. Gibson, Z. T. Knott, and Henry Kennedy. From my examination, I considered it a first-rate felt cement sand roof, a good job of the kind. I examined it particularly, to find if it was a three-ply roof; gave it a thorough examination. In fully eight-tenths of the places, I found that it was hr ee-ply; in some places four-ply, and, occasionally, two-ply. I consider it a

three-ply roof. I considered that there was sufficient cement. We went over each of the ten barracks buildings. The causes of leakage, and other defects, were, *firstly*, the roof was originally too flat, the ground was soft, on a wet location, and the barracks being temporarily constructed, settled unevenly in some places, settling so much in the centre as to leave the roof almost level. The roof had been very much abused. There were hundreds of holes cut through it for stove pipes and ventilators, varying in size from ten to twenty inches in diameter, ter, some of which were wholly unprotected, and none of which were properly protected against the weather. This, in my judgment, was enough to ruin the roof. We went on the roofs of the officers' quarters and store-houses, having the same kind of roofing, but the buildings being more substantial, and the roof not having been interfered with, by cutting of holes or otherwise, we found them in good condition, and knew of no complaints of their leakage. The price of three dollars and a half a square was cheaper than I ever had any work of the kind done, and I considered it a cheap price.

I made a second examination of this roof during the sittings of the Commission for the adjustment of claims against the United States, of which the Hon. David Davis was President, and I was confirmed in my previous judgment concerning the roof. In my opinion, the imperfections in the roof were not the fault of the roofer and contractor, Mr. Thomson. I stated, substantially, these facts before the Commission, and make them again, at this time, at the request of Mr. Thomson.

CHAS. H. PECK.

Subscribed and sworn to before me this 5th day of April, 1862, as witness my hand and official seal, at my office in St. Louis, aforesaid.

CHARLES H. TILLSON,
Notary Public, St. Louis county, Mo.

[No. 71.]

STATE OF MISSOURI, }
County of St. Louis. }

On this 5th day of April, A. D., 1862, before me, Charles H. Tillson, a Notary Public, within and for said county, came John B. Gibson, who, being by me duly sworn, says that he has read the statement made in the foregoing affidavit of Charles H. Peck, and fully concurs with him in his statements; that he has been an architect and builder, in St. Louis, for the last twenty-five years, and is well acquainted with the roof put on Benton Barracks, by Mr. Thomson, and made the examination with Mr. Peck, that none of the leakage or defects of the roof are traceable to the fault of the roofer and contractor, Mr. Thomson. The roof was a good three-ply roof, and the price charged was cheaper than I have always paid, and cheaper than usual. He appeared before the Commission referred to by Mr. Peck, and made before them substantially the same statement which he now makes.

JOHN B. GIBSON.

Subscribed and sworn to before me the day and year aforesaid, as witness my hand and official seal.

CHARLES H. TILLSON,
Notary Public.

[No. 72.]

STATE OF MISSOURI, }
County of St. Louis. }

On this 5th day of April, 1862, before me, Charles H. Tillson, a Notary Public within and for said county, came Z. T. Knott, who, being duly sworn by me, says that he has read the statement of Mr. Charles H. Peck, and concurs with him in his statement that the roof on Benton Barracks was a good three-ply roof, and that the price of three dollars and a half a square was unusually cheap, less than he has ever had such work done, or known it to be done. If there was any fault in the roof, in his opinion, it was not chargeable to Mr. Thomson, the contractor. He is a builder and superintendent, and has been such, in St. Louis, for the last twenty years. He was with Messrs. Peck, Gibson, and Kennedy, when they made their first examination. This is, in substance, what he stated before the Commission.

Z. T. KNOTT.

Subscribed and sworn to before me this 5th day of April, 1862, as witness my hand and official seal. CHARLES H. TILLSON,
Notary Public.

[No. 73.]

STATE OF MISSOURI, }
County of St. Louis. }

On this 5th day of April, 1862, before Charles H. Tillson, a Notary Public, within and for said county, personally came Henry Kennedy, who, being by me duly sworn, says that he has been a builder and architect, in St. Louis, for the last twenty years; that he made a thorough examination of the roof of Benton Barracks in company with Messrs. Peck, Gibson, and Knott; that he has read the affidavit of Mr. Charles H. Peck, in relation to that roof, and fully concurs with Mr. Peck in his statement, with this exception, that he has had the same kind of work done at the same price, but never cheaper, and that was a job of Government work; that he is satisfied that any leakage or defect which may have appeared in the roof was not the fault of Mr. Thomson, the contractor, but was owing to the causes stated by Mr. Peck; that the roof was a good three-ply roof, and done for a price cheaper than such work is generally done here, and is as good a roof of the kind as I ever saw, and is the right kind of a roof for such buildings as the Barracks. I have paid, for just such a roof, as high as five dollars a square. This is substantially the same statement which I made before the Commission. HENRY KENNEDY.

Subscribed and sworn to before me this 5th day of April, 1862, as witness my hand and official seal. CHARLES H. TILLSON,
Notary Public.

[No. 74.]

STATE OF MISSOURI, }
County of St. Louis. }

On this 5th day of April, A. D., 1862, before me, Charles H. Tillson, a Notary Public, within and for said county, came John Ramsey, who, being by me duly sworn, on his oath, says that he has, for the last twelve years, been a superintendent and builder, in the city of St. Louis; that he is well acquainted

with the job of roofing on Benton Barracks; that he examined it thoroughly, in company with Messrs. Peck and Gibson, and walked over almost the entire roofing of the buildings at the Barracks, on the 21st of January, 1862, with a view of inspecting and examining the roof as to its construction. He found it a good three-ply felt roof, and in no place that he examined did he find it less than three-ply. He found numerous holes made in the roof since it had been put on; half of the length of one Barracks had sixty-one holes cut in it, for purposes of stove pipes, ventilation, and other purposes, of which number thirty-five were unprotected, and all of them liable to leak. He found leaks at some of the eaves or porches, caused by the water from the eave running back on the lower side of the sheeting, the roof being so flat, and in some places lowest next to the building, which might have been prevented by the carpenter putting on a strip three or four inches wide before roofing. This leakage was not caused by any fault in the roof, but in the construction of the building at the eaves. He states that at no other place did he see evidences of leakage, except where the holes had been cut in the building. He states that the price was a low one for the job. He never had such roofing put on at less than four dollars a square, of one hundred superficial square feet. He states that this is, in substance, what he stated before the Commission. He states that he did not see any defect or leakage which was the fault of Mr. Thomson, the contractor, or roofer. JOHN RAMSEY.

Subscribed and sworn to before me this 5th day of April, 1862, as witness my hand and official seal. CHARLES H. TILLSON,
Notary Public.

I hereby state that Charles Peck, John B. Gibson, Z. T. Knott, Henry Kennedy, and John Ramsey, are old residents of the city of St. Louis of the highest respectability and character; that they rank amongst the foremost of their profession as architects and master builders; as men of veracity, their statements may be implicitly relied upon, and their judgment in reference to the matters embraced in the claim of Mr. Thomson is worthy of the highest confidence.

St. Louis, April 9, 1862. JOS. O. BROADHEAD.

I am personally acquainted with all the parties spoken of by Mr. Broadhead, and fully concur in the opinion expressed by him.

R. J. HOWARD.

I have implicit confidence in the integrity and ability of Messrs. Peck, Gibson and Kennedy, from personal knowledge of them, and rely upon their statements as correct. F. A. DICK.

I hereby certify that I am personally acquainted with Charles H. Peck, John B. Gibson, Z. T. Knott, Henry Kennedy, and John Ramsey, who have made the foregoing affidavits. They are amongst our most respectable citizens, and stand at the head of their profession as architects and builders. Their statements are entitled to the fullest credence, and their opinions and judgments in relation to the matters in which they have testified, in my judgment, should be implicitly relied upon. Having been for many years engaged in the lumber business in this city, I have had excellent opportunities of knowing these gentlemen, and of estimating the value of their statements. JOHN H. ANDREWS,
Sheriff of St. Louis county, Mo.

[No. 75.]

STATE OF MISSOURI, }
County of St. Louis. }

Almon Thomson, being duly sworn, says: My attention has been called to the report of my testimony, p. 641 of the report of the Van Wyck Committee. My testimony as given before that Committee is not truly reported, it is garbled and misstated in several particulars, and especially what is reported on the page above in regard to the service of silver plate.

No threat was ever made to me by any one that if I did not subscribe I would have trouble in getting my dues from the Government, nor did I so state before said Committee. What I did state was, that I was told that it would be for my interest to subscribe, and that it would probably facilitate the collection of my claims.

ALMON THOMSON.

Subscribed and sworn to before me this 12th day of June, 1862.

JOHN M. KRUM,
U. S. Com'r. for Mo.

[No. 76.]

ST. LOUIS ARSENAL, July 5, 1861.

Gen. THOMAS, *Adjutant-Gen., Washington:*

Gen. Lyon is moving down from Boonville towards Springfield, Greene county, Mo., with 2,400 troops. Major Sturgis is on the way from Fort Leavenworth with 2,200. There are 3,500 on the south-west branch of Pacific Railroad and the line thence to Mount Vernon, beyond Springfield. In a day or two another regiment will be moved down. There is a depot for supplies at Rolla, the terminus of the Southwest Branch; another must be established at Springfield. All the supplies, say 10,000 troops, must take that direction. From Rolla, on for sixty miles, the country is mountainous and barren. Teams have to take their own forage. It is absolutely necessary that a large amount of wagon transportation should be immediately provided. Will you see that the necessary orders are given by the Quartermaster-General, by telegraph, to Major McKinstry, early in the morning? General Lyon urges that regular Quartermasters and Commissaries be sent him at once.

CHESTER HARDING, JR.,
A. A. G. Mo. Vol.

[No. 77.]

HEADQUARTERS SOUTH-WEST EXPEDITION, }
SIR: SPRINGFIELD, MO., July 13, 1861. }

I arrived at this place early this evening, two or three hours in advance of my troops, who are encamped a few miles back. I have about 5,000 men to be provided for, and have expected to find stores here, as I have ordered. The failure of stores reaching here seems likely to cause serious embarrassment, which must be aggravated by continued delay, and in proportion to the time I am forced to wait for supplies. * * * * * * * * * I shall endeavor to take every due precaution to meet existing emergencies, and hope to be able to sustain the cause of the Government in this part of the State. But there must be no loss of time in furnishing me the resources I have herein mentioned. I have lost in reaching this place about four days' time, by the high waters in Grand and Osage Rivers, which made it necessary to ferry them. The same difficulty prevented Sturgis from co-operating with Sigel in time to afford any aid. Please telegraph to McClellan and to Washington anything in

this letter you deem of importance to these headquarters. Shoes, shirts, blouses, &c. are much wanted, and I would have you furnish them, if possible, in considerable quantities. Yours truly,

N. LYON, *Brig.-Gen. Com'g.*

Col. CHESTER HARDING, *St. Louis Arsenal.*

Copy of the following was sent to Assistant Adjutant General at Washington, to Gen. Frémont, New York, and to Col. Blair, Washington:

SPRINGFIELD, MO., July 13, 1861.

My effective force will soon be reduced by discharge of three months volunteers to about 4,400 men, including the Illinois regiment now on the march from Rolla. Gov. Jackson will soon have in this vicinity not less than 30,000. I must have at once an additional force of 10,000 men or abandon my position. All must have supplies and clothing.

N. LYON, *Brig.-Gen. Comd'g.*

SPRINGFIELD, MO., July 27, 1861.

To Col. C. HARDING, *St. Louis Arsenal, Mo.*

DEAR SIR:

I have your notes about matters in St. Louis, &c., and your proceeding seems to me perfectly correct. Now that matters North seem more quiet, cannot you manage to get a few regiments this way? I am in the deepest concern on this subject, and you must urge this matter upon Frémont as of vital importance. These three months' volunteers will re-enlist if they could be paid, but they are now dissatisfied, and if troops do not replace them, all that is gained may be lost. I have not been able to move for want of supplies, and this delay will exhaust the term of the three months' men. Cannot something be done to have our men and officers paid, as well as have our purchases paid for. If the Government cannot give due attention to the West, her interests must have a corresponding disparagement. Yours truly,

N. LYON, *Brig.-Gen. Comd'g.*

HEADQUARTERS WESTERN DEPARTMENT,
ST. LOUIS, Aug. 13, 1861.

HON. THOMAS A. SCOTT,
Assistant Secretary of War.

Dispatch received. Our soldiers are not promptly paid, partly from the small force of Paymasters, more from want of money, which fatally embarrasses every branch of the public service here. I require this week three millions for Quartermaster's Department.

J. C. FREMONT,
Major-General Commanding.

[No. 78.]

Extract from a letter of Hon. M. Blair, Postmaster, to Gen. Frémont:

WASHINGTON, July 26, 1861.

DEAR GENERAL:

I have two telegrams from you, but find it impossible now to get any attention to Missouri or Western matters from the authorities here. You will have to do the best you can, and take all needful responsibility to defend and protect the people over whom you are specially set.

* * * * * * * * *

Yours truly, and in haste,

M. BLAIR.

[No. 79.]

Extract from a letter of Hon. M. Blair to Gen. Frémont:

WASHINGTON, Aug. 24, 1861.

DEAR GENERAL:

* * * * * * * * *

I write now, to-day, in reply to your letter about Meigs, that you must not suppose that he intended by his telegram to Turnley to reflect upon you. Far from it. I happened in the office when he opened Turnley's requisition, and remarked to me, substantially, what he telegraphed to Turnley. But he did not know that Turnley had any instructions from you to get horses of any superior quality. No such suggestion accompanied the requisition, and I will guarantee that if Turnley makes any explanation, which puts the responsibility on you, it will be satisfactory to Meigs.

I say this without having seen him at all since the receipt of yours on the subject; but I think I understand him fully. I heard him say to General Scott some time ago, that if he would name a day when he must have horses they should be ready. "If next week, they would cost $150; if the week after, $125. The price was nothing. The horse might be worth the price many times to the Government, if ready when wanted, and of course of no value if not." This is the style of man he is, and you will have, and I believe have not had any delay or difficulty from him. The trouble is elsewhere. Chase has more horror of seeing Treasury notes below par than of seeing soldiers killed, and therefore has held back too much I think. I don't believe at all in that style of managing the Treasury. It depends on the war, and it is better to get ready and beat the enemy by selling stocks at 50 per cent. discount than wait to negotiate and lose a battle.

* * * * * * * * *

Yours truly, M. BLAIR.

[No. 80.]

QUARTERMASTER GENERAL'S OFFICE,
WASHINGTON, August 28, 1861.

To the Hon. F. P. BLAIR, *St. Louis, Mo.:*

DEAR COLONEL — Your brother, the Postmaster General, has handed me your letter of the 21st August. I asked him to let me have it, that I might, by a few words, strengthen your hands and General Frémont's, and disabuse both him and you of some errors which may give trouble.

If there is any difficulty in the Quartermaster's department of Missouri, the blame does not rest here. All requisitions have been promptly met here, and the officers have been instructed to spare no effort and no means of this Department in aiding, to the extent of their power, General Lyon's movements. There may be reasons of time, of quality, which induce a General to order a purchase at a higher rate; and while I communicated to the Quartermaster as to the ruling prices of horses, the market rates, I called upon the Treasury to send all the money he asked for.

Tell General Frémont that no man more than myself desires to sustain him; no one is more ready to take the responsibility to as ist him, and that he has, in my opinion, already the power which you say ought to be conferred upon him by the President. Whatever a General commanding orders, the subordinates of his staff are by regulations, compelled to do, if possible.

The General is charged with saving the country. The country will be very careful to approve his measures, and will judge his mistakes, if any, very tenderly, if successful. Success crowns the work, and let him spare no responsibility, no effort, to secure it. All the requisitions for money in Missouri have been promptly passed through this office. The delay, if any has occurred, is at the Treasury Department, which has allowed the Department to fall in debt in Cincinnati and Philadelphia, each about a million of dollars, for clothing and camp equipage.

There are wagons making in Cincinnati, which Captain Dickinson will send to St. Louis, if wanted. Those made at Milwaukee I ordered to St. Louis long ago. A number of wagons are ordered to be made in St. Louis, and authority given to Major McKinstry to provide all that might be required for moving the armies of that Department.

In regard to advertising and delivery, the law of 1861, and the regulations, expressly provide that in case of public exigencies, supplies are to be bought in open market, or between individuals. Exercise this power. Moreover, advertisements or public notice, do not require postponing opening of bids for a month, or a week, or two days. If forage, wagons, or horses, are wanted, the law, the necessity, are fully met by putting a notice in the papers, and purchasing as fast as offers come in. The next day, or the same day, take the then lowest bidder, or the then most advantageous offer. The day after, you will have a still better offer; take that for a portion of your supplies, and so on till you have all you need. By this system I have brought down the price of horses from $128 to $120; of wagons from $111 to $108 since I came here, and have got abundant supplies.

These explanations will, I hope, remove many difficulties from the way of our armies in Missouri. Count upon me as ready to aid in what I believe the right, cheap, strategetic, statesmanlike mode of conducting the war — that which, I am sure, the people desire, and the want of which they censure — the most rapid possible concentration of overwhelming forces by the United States.

Yours, very truly,

M. C. MEIGS.

[No. 81.]

STATE OF MISSOURI, } ss.
County of St. Louis. }

John H. Bowen being duly sworn, says that during the year eighteen hundred and sixty-one, and while General J. McKinstry was Quartermaster at St. Louis, I sold to the Government of the United States, property of different kinds, for the use of the army; and for the property I sold to the Government, I received Quartermaster's vouchers, many of which were proved up before the Claim Commissioners at St. Louis. I further state that General McKinstry had no concern, or interest, whatever, either directly or indirectly, in any of my transactions with the Government, and he never, to my knowledge or belief, ever expected, or received, any benefit, or pecuniary advantage, out of any sale that I made to the Government aforesaid; and no suggestion, or intimation, either directly or indirectly, was ever made to me by any one that General McKinstry expected to receive any thing from me, on account of any transaction I had with the Government, and certainly he never did received any thing.

In respect to the $5,000, alleged to have been retained and paid to me by General McKinstry, I state that, after I sold out my interest to Wheeler, in the contract of Mr. Jones and myself, to furnish horses to the Government, I requested Mr. Hahn, cashier of General McKinstry, to retain $5,000 for me, when payment on that contract should be made—that the party to whom I had sold my

interest would understand it, and assent to it. General McKinstry knew nothing of it, so far as I know, and did not pay me the $5,000, and had nothing to do with it. The arrangement made by me with Mr. Hahn was simply a matter of convenience to me, as I did not expect to be present when payment on the horse contract would be made. JOHN H. BOWEN.

Subscribed and sworn to before me this 2d day of June, 1862.

JOHN M. KRUM,
U. S. Com'r for Mo.

[No. 82.]

STATE OF MISSOURI, } ss.
County of St. Louis, }

Joseph W. Parish, being duly sworn, says: I reside at Peoria, Illinois; that in the fall of the year 1861 I received an order or requisition from General J. McKinstry, Chief Quartermaster at St. Louis, to purchase horses for a regiment of cavalry being recruited at Peoria, which regiment was subsequently called the "*McKinstry Guards.*" At the time I received said order, I agreed to furnish said horses at the price or sum of one hundred and ten dollars, each. Under that order I furnished eleven hundred and fifty-eight horses, and received from the Post Quartermaster at Peoria a voucher for said horses, which was afterwards approved and endorsed by Major R. Allen, Chief Quartermaster at St. Louis.

I further state that General McKinstry had nothing to do with the organization of said regiment, otherwise than to give the order aforesaid for the purchase of said horses. I further state that General McKinstry did not receive, either directly or indirectly, any benefit or advantage, nor does he expect to receive, or any one for him, any benefit or advantage whatever, on account of my said sale of horses to the Government.

J. W. PARISH.

Subscribed and sworn to before me this 21st day of May, 1862.

JOHN M. KRUM,
U. S. Com'r for Mo.

[No. 83.]

STATE OF MISSOURI, } ss.
County of St. Louis. }

David D. Chandler being duly sworn, says that he is a member of the firm of J. B. Sickles & Co., engaged in the saddlery and harness business, in the city of St. Louis, Mo. During several years last yast, said firm has endeavored to obtain contracts, or orders, with the Quartermaster at St. Louis to furnish the Government with articles manufactured and kept for sale by said firm; but not until the summer of the year 1861, could said firm obtain any contract or orders for furnishing such articles to the Government. I further state that about the month of May, 1861, and while General J. McKinstry was chief Quartermaster at St. Louis, said firm of J. B. Sickles & Co. obtained an order to furnish such supplies to the Government, and thereafter said firm continued to furnish such supplies to the Government during the remainder of the time that General McKinstry acted as chief Quartermaster at St. Louis. I further state that all the

good furnished by said firm to the Government, during the time General McKinstry acted as Quartermaster, were of the very best quality, and he, in every instance, made a very rigid examination of the goods, and would not receive anything that was not of the proper quality and description required for the service. During the time General McKinstry acted as Quartermaster said firm of J. B. Sickles & Co. furnished goods to the Government, to the amount of about $125,000, and on all of which said firm only received a fair mercantile profit. And I further state that said firm never had any understanding or agreement with General McKinstry by which he was to receive any profit, or advantage, from the sales of said firm to the Government, nor did General McKinstry, or any one for or in his behalf, ever receive, either directly or indirectly, any benefit or advantage from the sales of said firm to the Government.

D. D. CHANDLER.

Subscribed and sworn to before me, this 16th day of May, A. D., 1862.

JOHN M. KRUM,
U. S. Com'r for Mo.

[No. 84.]

STATE OF MISSOURI, } ss.
County of St. Louis. }

John K. Field, being duly sworn says: That he is a member of the firm of Field Brothers, of St. Louis, dealers in cloths and furnishing goods. This affiant says that in 1861, and during the time that General J. McKinstry was chief Quartermaster at St. Louis, the firm of Field Brothers sold cloths and blankets to the Government, amounting in the aggregate to over one hundred thousand dollars, which goods were sold at a time when there was a great and very pressing demand in this Department for clothing and blankets, and at a time too when the Government was buying almost exclusively on credit, no funds having been provided or furnished the Quartermaster for such purpose, and for the goods sold by Field Brothers they only realized a fair mercantile profit. This affiant further says, that in all the sales made by said firm, General McKinstry was diligent and careful in examining the goods and requiring that they should be of the best quality suitable for the service, that could be obtained in this market. This affiant further states, that Gen. McKinstry never received or realized, either directly or indirectly, any profit or advantage whatever from or on account of any of the sales made by said firm of Field Brothers.

JOHN K. FIELD.

Subscribed and sworn to before me, this 21st day of May, 1862.

JOHN M. KRUM.
U. S. Com'r. for Mo.

[No. 85.]

STATE OF MISSOURI, } ss.
County of St. Louis. }

Anzyl Phillips, being duly sworn, says: That during the year 1861, and while General J. McKinstry was acting Quartermaster at St. Louis, I made sales to the Government of horses and mules, and received from Gen. McKinstry Quartermaster's vouchers for the stock I sold to the Government, and a portion of said vouchers were filed and proved up before the Commissioners of Claims,

composed of Messrs. Davis, Holt and Campbell. This affiant further states that Gen. McKinstry had no interest or concern, either directly or indirectly, in any contract or dealing that I had with the Government. My business and transactions with the Government were conducted openly and in the ordinary manner of such transactions, and Gen. McKinstry simply attended to the interests of the Government, without having any concern or interest whatever in my transactions.

ANSYL PHILLIPS.

Subscribed and sworn to before me, in the District of Missouri, this 8th day of May, A. D. 1862.

JOHN M. KRUM.
U. S. Com'r. for Mo.

[No. 86.]

STATE OF MISSOURI, } ss.
County of St. Louis. }

James F. Foss, being duly sworn, says: That during the year 1861, I was clerk in the Planters' House, in St. Louis, and am still so employed. I remember D. Pratt, who gave evidence before the Van Wyck Congressional Committee. Said Pratt was a boarder at the Planters' House during the fall of 1861, but as he failed to pay his board bills he was turned away from the House. I further state that at no time during the year 1861 did Gen. McKinstry have rooms or lodgings at the Planters' House. He had his own house in the city, and he and his family occupied it. The statement of said Pratt, before said Committee, in regard to Gen. McKinstry's having lodgings at the Planters' House is wholly unfounded.

JAS. F. FOSS.

Subscribed and sworn to before me, this 28th of May, A. D. 1861.

JOHN M. KRUM.
U. S. Com'r. for Mo.

[No. 87.]

STATE OF MISSOURI, } ss.
County of St. Louis. }

P. A. Child and Elon G. Pratt being duly sworn, say that they are members of the firm of Child, Pratt & Fox, doing business in the city of St. Louis. These affiants say that General J. McKinstry, late chief Quartermaster at St. Louis, never was interested, either directly or indirectly, in the profits, or otherwise in any sales of supplies to the Government made by our firm; nor did said McKinstry ever receive any compensation from said firm, in any form or mode, either directly or indirectly. These affiants further say, that it was never hinted or suggested by any one that we should allow or contribute anything to said McKinstry, or to any one in his behalf, or for his benefit, nor was anything of the kind ever done by said firm. These affiants say, that any suggestion, intimation, or statement, that General McKinstry ever realized, or received, either directly or indirectly, any money, property, benefit, or advantage, from Child, Pratt & Fox, or from either member of said firm, on account of, or by reason of any sale of merchandize by said firm to the Government, is wholly untrue. These affiants further say, that the bad shoes mentioned in the testimony of O. D. Filley, p. —, were immediately replaced by a good article, by said firm, as soon as we were informed that hey were of bad quality. When the shoes that turned out to be bad were purchased, they were supposed to be good, and the usual market value was paid for them by said firm, and we supposed and believed at the time that said shoes were good,

and as soon as we were informed of their bad quality we replaced them without any loss to the Government. Our partner, E. W. Fox, is now absent, or he would join in this affidavit.

P. A. CHILD,
ELON G. PRATT.

Subscribed and sworn to before me this 13th day of June, 1862. In witness whereof, I have hereto set my hand and notarial seal, the day and year last above written.

LEOPOLD WOLFF.

[No. 88.]

STATE OF MISSOURI, } ss.
County of St. Louis, }

H. W. G. Clements being duly sworn, upon his oath says: I acted as chief clerk in the Quartermaster's Department, under General J. McKinstry, upwards of ten years, last past, and I was chief clerk under him during all the time he acted as chief Quartermaster at St. Louis, Mo. I am familiar with the whole routine of business transacted by the Quartermaster. During the spring, summer and early part of the fall of 1861, while the military organizations were in progress in the Western Department, the requisitions and orders upon the Quartermaster at St. Louis, to furnish supplies of every description, transportation — in short everything necessary for the outfit of an army — were immensely large, very urgent, and often *imperatively* required to be furnished in the shortest possible time. Hence, the labors of the Quartermaster at St. Louis, during the time mentioned, were suddenly increased beyond all former precedents, and his time and energies, as well as of his clerks, were taxed to their utmost endurance. General McKinstry gave personal attention and supervision, early and late, to the business transacted in his office. The official reports of General McKinstry of his transactions show the enormous operations of the Government in this department, between the months of May and October of the year 1861, and the Quartermaster had no assistants assigned him, except near the close of his administration, and the accuracy of his books, accounts and reports to the Department are evidence of the labor, care and watchful vigilance of the Quartermaster, in the discharge of his varied, intricate and onerous duties.

I further state that when General McKinstry was ordered to the field, in September last, he left his clerks (myself included) laboriously and diligently employed in bringing up his accounts. When the Van Wyck Investigating Committee was at St. Louis, I addressed three communications to said Committee, (General McKinstry having then joined his command,) and in other ways offered said Committee every facility to make a full examination into the transactions of General McKinstry as chief Quartermaster at this post. I was familiar with the transactions the said Committee mention in their report, and could have shown them by the orders, correspondence, and other vouchers, on file in the office of General McKinstry, that the evidence heard by said Committee, which reflected on the official conduct of General McKinstry, was wholly false and unfounded. Notwithstanding my offer to said Committee to furnish them any information or explanation they might desire, I was not asked by said Committee to make any explanations, or give information in respect to General McKinstry's official transactions, except in regard to a few very unimportant matters. They did not interrogate me in regard to subjects which they have given such prominence in their report. And so, in regard to the Commissioners on Claims, although I was call-

ed on by claimants to give evidence in regard to claims, I was not interrogated by the Commissioners as to any of General McKinstry's transactions which they have criticised with so much freedom. H. W. G. CLEMENTS.

Subscribed and sworn to before me this 31st day of May, 1862.

JOHN M. KRUM,
U. S. Com'r for Mo.

[No. 89.]

STATE OF MISSOURI, }
County of St. Louis. }

William L. Hahn being duly sworn, on his oath says: I have been employed in the Quartermaster's Department, under General J. McKinstry, since the 15th day of May, A. D. 1856, and nearly the whole of that time I have acted as cashier, and disbursed the public moneys in charge of the Quartermaster, and kept his cash account. I stood in the same relation to General McKinstry, and acted in the same capacity, while he was acting chief Quartermaster at St. Louis. I am entirely familiar with his manner and method of conducting business. He has always been careful and particular in his transactions in behalf of the Government, giving his personal attention to the same in all cases, when it has been physically in his power to do so, and he has always required that the clerks employed in his department should give careful personal attention to the duties assigned them. No system or method of keeping Quartermaster's books is prescribed by the Army Regulations; yet General McKinstry has always kept regular mercantile accounts since I have been employed under him. I have had charge of his books of account, including the cash book, and made the entries in them, or caused them to be made by my assistants. The entries in those books were made at the time the several transactions in the Quartermaster's department occurred, and just as they occurred, and not otherwise, and no changes have ever been made in these accounts.

All of the entries and accounts, aforesaid, are fully and properly entered — plainly and distinctly — so that any one at all conversant with the keeping of accounts, including property or merchandize accounts and cash book, can readily understand them. No transactions relating to either property or cash have ever been "loosely entered" in the books and accounts of General McKinstry. In corroboration of this, Mr. Benson S. Hopkins, lately employed by the Commissioners on Claims at St. Louis as "an expert in mercantile accounts," stated to me that, at the request of said Commission, he examined the cash book kept by General McKinstry, particularly in respect to the moneys borrowed at St. Louis from the banks and individuals, and he said that he found the entries of the loans properly entered, and that the entries are made just as he would have made them. Said Hopkins, moreover, said, that he never reported that he found any irregularities in these entries, nor that the moneys borrowed, as aforesaid, were "loosely entered."

This affiant further states that, after the President's proclamation calling for troops, and from the time that they began to assemble at St. Louis, the business in the Quartermaster's department suddenly increased, and so many and great were the requisitions for army supplies at St. Louis that the Quartermaster's office was literally besieged for several months, early and late, by those engaged in furnishing such supplies, and those receiving them, for distribution. I esti-

mate that an average of not less than four hundred (400) persons had business transactions each day, at the office of General McKinstry at St. Louis, from August 1, to September 30, inclusive, in the year 1861. During this great rush and press of business, General McKinstry had no assistant Quartermasters assigned to assist him, except occasionally, for a short time; but he and his clerks attended to the whole of it, and to do the necessary labor General McKinstry and his clerks were kept at their respective desks from morning till night, and often half the night. And I do further state that, from my position, and having in charge the books and accounts of General McKinstry, and being charged with the responsible duty of receiving and paying out all moneys entrusted to the Quartermaster, I had the very best means of discovering any peculations, or fraudulent transactions, in the department, if there had been any; and I here state that I never, at any time, discovered, or suspected, General McKinstry to be concerned, either directly or indirectly, in any peculation, fraudulent, or improper transaction whatever; and I do not believe, and have never seen or heard anything to induce me to suspect that General McKinstry ever realized, or received, or that he expects to realize or receive from any one, either directly or indirectly, any pecuniary benefit, or advantage, by reason of any transaction in the Quartermaster's department while he was chief thereof.

I further state, that I have read the printed report of the Van Wyck Investigating Committee, and the testimony accompanying said report, and especially that portion purporting to give my testimony before said Committee. The said Committee omitted to publish a large portion of my testimony before them, which was important, and explanatory of many of the transactions reviewed and criticised by said Committee. Said Committee, in their said report, have garbled and misstated portions of my testimony. To undertake to correct the misstatements and omissions of said Committee, in respect to my own examination before them, would swell the statement to an undue length. I, therefore, speak of only two or three of the most glaring instances of misstatement and misrepresentation in said report.

First. In respect to the horse contract of Jones & Bowen, and the retention of $5,000, spoken of by said Committee: It is not true that General McKinstry retained $5,000 for Bowen. The facts are simply as follows: Jones & Bowen were responsible to the Government for the fulfilment of their contract with it. After the contract had been fulfilled, and but a few days before payment on the same was made, Mr. Bowen informed me that he had sold his interest in said contract to Wheeler for $5,000, and requested me, if he was not present when payment was made, to hold that amount for him; that the party to whom he sold his interest understood it and would assent to it. I, soon afterwards, was informed by Messrs. Thomson & Wheeler, or by one of them, that such was the understanding between them and Bowen. General McKinstry knew nothing of this, and as there seemed nothing improper in the request, (as there was nothing improper in fact,) I did not inform General McKinstry of the matter. The payment for horses and mules delivered under the Jones & Bowen contract was made in six per cent. Treasury notes, drawn to the order of General McKinstry, and were endorsed by him. I had no concern or interest in the matter, and what I did was simply a matter of accommodation to the parties. The Government got the property, and the parties who delivered it got their pay for it, at the contract price and no more; and the $5,000 was paid to Mr. Bowen himself, and was not retained or kept by McKinstry.

Second. In respect to the bid and testimony of Hood: His bid was made under advertisement for picket pins, ring bolts, &c. They were chiefly wanted for frontier service, and to be transported a long distance; and as the cost of transportation was an important item, the selection of articles of a proper size and make was important. I called on Mr. Hood, and requested samples to be sent to the Quartermaster's office. He sent a sample of his picket pins only, which were without swivel heads; on being examined by General McKinstry, was rejected because he deemed picket pins of the sample sent not suitable for the service.

In respect to wages paid to deck hands on steamboats in the service of the Government, General McKinstry paid but $15 per month to deck hands. If more was paid to this class of employées in the Western Department, it was by some other Quartermaster or officer. The accounts of General McKinstry show distinctly the wages paid to employées of the Government.

I further state that, after General McKinstry was ordered to the field, I was diligently engaged in bringing up the immense mass of accounts for transmission to the Department at Washington, embracing the unusually large transactions of General McKinstry; when, about the 13th day of November last, I was arrested, under some military order, and held in confinement at Jefferson Barracks, and was not allowed access to the books or accounts of General McKinstry until I was released in the month of January last. If I had been called upon, by either the Van Wyck Committee or by the Commissioners of Claims, at St. Louis, I could have explained and presented the facts of every transaction that said Committees criticised in their respective reports, but I was not requested or allowed to do so. WM. L. HAHN.

Subscribed and sworn to before me this 2d day of June, A. D. 1862.

JOHN M. KRUM, U. S. Com'r for Mo.

[No. 96.]

Extract from Cash Book kept by J. McKinstry, A. Q. M.

CASH ACCOUNT, 1861.

Aug.	29	Received from	St. Louis Building and Savings Ass'n., B. F	$ 10,000	00
"	"	"	Reed & Co., B. F	2,000	00
"	"	"	Exchange Bank, B. F	50,000	00
"	"	"	" " Coin	12,000	00
"	"	"	" " Coin or N. Y. Exchange	14,283	61
"	30	"	Bridge, Beach & Co., B. F	25,000	00
"	31	"	Exchange Bank, B. F	10,000	00
"	"	"	Building & Savings Association account	97,235	06
"	"	"	Boatmen's Savings Institution	50,000	00
"	"	"	U. S. Treasury, Treasury Notes	700,000	00
Sept.	4	"	P. A. Ladue Treasurer	10,000	00
"	6	"	P. A. Ladue, Treasurer	20,000	00
"	7	"	St. Louis Building and Savings Association	10,000	00
"	"	"	Bridge, Beach & Co	25,000	00
"	10	"	Robert Hay, B. F	42,000	00
"	12	"	St. Louis Building and Savings Association	10,000	00
"	14	"	Exchange Bank, coin	12,000	00
"	"	"	" Exchange in N. Y.	14,283	61
"	"	"	Reed & Co., B. F	2,500	00
"	"	"	McMechan & Ballantine, B. F	2,500	00
"	"	"	Partridge & Co., B. F	5,000	00
"	18	"	Boatmen's Savings Institution, B. F	25,000	00
"	19	"	U. S. Treasury, Treasury drafts	100,000	00
"	"	"	St. Louis Building and Savings Association	131,110	77
"	24	"	Webb & Kaime, B. F	5,000	00
"	"	"	Bank of State of Mo	250,000	00

Oct.	3,	Received from	Merchants' Bank, B. F.	.....	75,000 00
"	"	"	Southern Bank, B. F	.....	10,000 00
"	"	"	Mechanics' Bank, B. F	.....	36,000 00
"	"	"	Bank of Missouri, B. F	.....	15,000 00

[No. 91.]

SIR: ST. LOUIS, Mo., July 11th, 1861.

You will proceed immediately to Rolla, Mo., as agent of the Quartermaster's Department, and report for duty at that point to the commanding officer. Lieut. Vogel, Mo. Volunteers, A. A. Q. M. at Rolla, has been directed to turn over the public property in his possession to you.

In assuming the duties to which you are hereby appointed, your experience, I trust, makes you fully aware of the responsibility incurred. I shall expect you to give your undivided attention to the duties of your Department, and you will require the same industry and fidelity on the part of all that may be placed under your orders or direction.

You will report promptly to this office all matters that are connected with and relating to the business of this Department. In the transaction of your business you will adhere strictly to the rules laid down in the Army Regulations, in all cases, unless directed to do otherwise by your commanding officer, in which case it will be proper for you to respectfully request the order to be put in writing, and report immediately to this office for the information of the Quartermaster General at Washington.

Remember, that the force you are called upon to assist is, for the most part, a hastily organized one, and ignorant of the duties of your Department. Patience and oft repeated explanations will be necessary in your official intercourse with them. Take care that no just complaint be made against you.

Very respectfully, your obd't serv't,

J. McKINSTRY, *Bvt. Major and A. Q. M.*

Mr. THOMAS O'BRIEN, *Agent Q. M. Department, St. Louis, Mo.*

[No. 92.]

SIR: ST. LOUIS, February 1, 1862.

At the time General McKinstry was placed under arrest, in the early part of November last, the clerks in his employ were busily engaged in preparing his reports, papers, &c., for transmission to the proper Department at Washington. All the books and papers pertaining to the Quartermaster's office, while under the administration of General McKinstry were seized at the same time, under military authority, by the Government. All of the clerks in his employ were arrested at the same time, and imprisoned at Jefferson Barracks, where they are still detained. Although General McKinstry has been anxious to render his accounts, and make his report as Quartermaster, he has been hitherto, and is now, prevented from doing so by the military orders of the Government. His books, papers, and large iron safe, used by him while Quartermaster, are in a building that he occupied, and which is now occupied by the present Quartermaster, in this city. General McKinstry is confined at the Arsenal, distant two miles and upwards from his papers, and his clerks are confined ten miles from the city, at Jefferson Barracks.

On the 23d December last, I addressed a letter to General Meigs, Quartermaster General, on this subject, an extract from which letter I herewith enclose, marked A.

On the 9th of January (ultimo) I addressed a letter, on the same subject, to the President, asking that General McKinstry's limits of arrest might be extended to the city, so as to enable him to render his accounts. This was written in anticipation that his books and papers would be restored to him, in accordance with the recommendation of Mr. S. T. Glover, in his letter of 3d January, addressed to Gen. Halleck. A copy of Mr. Glover's letter I also enclose, marked B.

This letter of Mr. Glover I delivered to General Halleck, in person, and was informed by him, that up to that time he had not been entrusted with any authority or discretion, in the matter of the arrest of General McKinstry, or the seizure of his papers, &c.; that in fact he (General H.) did not know, officially, of the arrest or seizure of either. He said he would immediately transmit Mr. Glover's note to the War Department at Washington.

After waiting a reasonable time for a reply, or some action in regard to it, and without receiving notice of either, I addressed a letter to General Halleck, on the 23d ultimo, in respect to the same matter, and I enclose herewith a copy of his reply thereto, marked C. This letter, or notice, from General Halleck, is the first step that has been taken by the Government to restore to General McKinstry his books and papers. As before stated, the clerks of the late Quartermaster are still confined at Jefferson Barracks, and no order in respect to their release has, as yet, been made, so far as I know. General Halleck must have supposed that General McKinstry would be enabled to render his accounts if he had permission to take his books and papers to the Arsenal. Any one who has knowledge of the limited quarters assigned to General McKinstry ought to know that it is no place to send valuable and important papers. It is neither a safe place for such papers nor a convenient place to examine and arrange them. Besides, it would be neither wise nor prudent to transport a cart load of valuable books and papers from a safe depository two miles to an unsafe one, and I do not suppose General McKinstry will be guilty of any such folly, even if he should be allowed the privilege of superintending, in person, such a work, which privilege, however, has not been extended to him.

But, even were it prudent, or practicable, to remove the books and papers referred to, of what advantage to General McKinstry can their removal to the Arsenal be, when his former clerks, (on whose assistance in rendering his accounts he is dependent,) are imprisoned ten miles off, at Jefferson Barracks? My object in addressing you this communication and statement of facts, is to ask that the limits of arrest of General McKinstry, and of his late clerks, may be extended, so as to allow them access to the office where the books and papers of the late Quartermaster now are, in this city.

I take this occasion, also, to enclose an extract from an order issued from your Department, on 30th November last, directed to Colonel Totten, and afterwards transferred to Mr. S. T. Glover — which extract is marked D. General McKinstry did not know of the existence of such an order until the 28th December last, when the extract was furnished by Major Lee, Judge Advocate General. I have now to state that no change whatever has ever been made in regard to the limits of arrest of General McKinstry. His limits have been, since his arrest on the 13*th November*, 1861, the "Arsenal and Arsenal grounds." He is still there! He has never been invited, by any one, "*to explain, if he sees fit, any account or transaction that seems to need it.*"

Hoping soon to receive a favorable reply to this application, I remain, respect'ly,

(Signed) JOHN M. KRUM.

To Hon. E. M. STANTON, *Secretary of War, Washington, D. C.*

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